BANGALORE METROPOLITAN TRANSPORT CORPORATION

Central Offices:: Shanthinagar:: Bangalore

Proceedings of the Pre-Bid meeting held on 19.01.2024 regarding Selection of Service Provider for Procurement, Operation and Maintenance of 120 Nos. 900mm floor height city type 9 Mtr Non AC Electric Buses on Gross Cost Contract (GCC) Model under the National Clean Air Programme (NCAP) and State Urban Transport Fund (SUTF) of Directorate of Urban Land Transport (DULT) .

Tender No :BMTC/2023-24/SE0217 Dtd.05.01.2024

Present:

Sl. No.	Committee Members
1	Chief Mechanical Engineer, BMTC
2	Chief Mechanical Engineer, KSRTC
3	Controller of Stores & Purchase, BMTC
4	Chief Accounts Officer-FA, BMTC
5	Chief Civil Engineer, BMTC
6	Chief Traffic Manager (O), BMTC

Sl No	Companies
1	M/s. Evey Trans Pvt. Ltd.
2	M/s.JBM Auto Ltd.
3	M/s. Tata Motors Ltd. (Virtually attended)
4	M/s.EKA Pinnacle Ltd. (Virtually attended)
5	M/s. PMI Electro Mobility Solutions (virtually attended)
6	M/s.Ohm Moblity / M/s. Switch Mobility (virtually attended

The Chief Mechanical Engineer, BMTC welcomed the committee members and also the representatives of the companies and informed that the Tender No :BMTC/2023-24/SE0217 Dtd.05.01.2024 was floated for Selection of Service Provider for Procurement, Operation and Maintenance of 120 Nos. 900mm floor height city type 9 Mtr Non AC Electric Buses on Gross Cost Contract (GCC) Model under the National Clean Air Programme (NCAP) and State Urban Transport Fund (SUTF) of Directorate of Urban Land Transport (DULT).

The queries submitted by the firms and the decision of BMTC are as under:

Sl. No.	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
M/s. TML Smart City Mobility Solution Ltd.,					
1	4.2 Damages for Delay by the Service Provider	20	In the event that (i) the Service Provider does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.3 within the period specified in that Clause ,and (ii) the delay has not occurred as a result of breach of this Agreement by the Authority or due to Force Majeure, the Service Provider shall pay to the Authority Damages in an amount calculated at the rate of 0.25% (zero point two five percent) of the Performance Security for each day's delay until the fulfillment of such Conditions Precedent, subject to a maximum amount equal to the Bid Security, and upon reaching such maximum, the Authority may, in its sole discretion and subject to the provisions of Clause 9.2, terminate the Agreement and blacklist the Service Provider for any public and/or private participation for a period of five years. Provided that in the event of delay by the Authority in procuring fulfillment of the Condition Precedent specified in Clause 4.1.2, no Damages shall be due or payable by the Service Provider under this Clause 4.3 until the date on which the Authority shall have procured fulfillment of the Conditions Precedent specified in Clause4.1.2.	Request Authority to lower the penalty amount to 0.1% of performance security for each day's delay	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
2	13.6 Supply of Prototype	49	13.6.2 In the event that the Service Provider fails to supply the Prototype bus within the period specified in Clause 13.4.1, the Authority may recover from the Service Provider an amount of INR 25,000/- plus applicable taxes per day from the Performance Security as Damages or part thereof, by which the delivery of the Prototype is delayed, provided that such Damages shall not exceed 10% (ten percent) of the Performance Security.	Request Authority to lower the penalty amount to Rs. 5000 per day for delay in prototype delivery	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
3	13.9 Delay in supply of buses	50	13.9.1 In the event the Service Provider is unable to supply any Bus as per this Article 13, for reasons not attributable to the Authority the Service Provider shall pay Damages of INR 1500/- (Indian Rupee one thousand five hundred only) plus applicable taxes for each day of delay for each Bus (whose procurement is delayed) till the date of procurement of such bus. All these damages shall be excluding applicable taxes.	Request Authority to lower the penalty amount to Rs. 1000 per day for delay in prototype delivery	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024

4	20.12 Damages for failure to achieve key performance indicators	78	The total liability of all the key performance indicator specified in Article 20 under this Contract shall be capped at 3% of the Total Project Cost during the Contract Period. The damages for failure to achieve the Key Performance Indicators shall be consolidated on a monthly basis by the Authority and shared with the Service Provider within 7 (seven) days of the end of the respective month. All such damages shall be deducted from the Service Provider monthly payment after mutual discussion. Further, if key performance indicator deteriorate and damages as stated above continue at 3% for further 3 consecutive months, the Authority shall increase the damages to 4% of the monthly project cost for subsequent months. In case of further detoriation in key performance indicator the Authority will refer this matter for imposing higher damages to the steering committee.	Request Authority to amend the penalty capping to 3% of the monthly invoice amount incase of KPI	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
5	22.3 Payment of Fee	86	22.3.2 The Authority shall within a period of 30 (thirty) days from receipt of the invoice, subject to verification of the invoice against the records that it has in relation to the Bus Service, Fine to be levied by the Authority as per Key Performance Indicators defined in Article 20 and submission of proof of payments towards PF and ESI make the payments. All payments shall be made by the Authority to the Service Provider after making applicable deductions such as penalties and any tax at source under Applicable Law.	Request Authority to amend the clause as follows - Invoice to be submitted within 10 days from the end of the months based on assured Kms and 90% Payment shall be made within 15 days and balance 10% payment can be within 30 days from the submission of invoice subject to verification of the invoice against the records that it has in relation to the Bus Service	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
6	22.5 Payment for underutilized kilometre	87	22.5.1 If the actual Bus Kilometres is below the assured utilization over a period of six months, then the payment for any underutilized kilometers shall be calculated on the following basis: Payment for underutilized kilometers: = [(Assured km of all contracted buses for the six month period – Actual bus kilometres operated by all available fleet during the relevant period of six calendar months) X PK Fee X **0.5**]	Request Authority to amend the clause as follows - Payment for underutilized kilometers: = [(Assured km of all contracted buses for the six month period – Actual bus kilometres operated by all available fleet during the relevant period of six calendar months) X PK Fee X **0.75**]	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024

7	22.5 Payment for underutilized kilometre	87	22.5.3 In the event of the Service Provider not making available the full fleet, the payment will be restricted to the actual fleet made available. The Service Provider will be entitled for Minimum Half Yearly Assured Payment Amount only if he has maintained 100% fleet availability every month.	Request Authority to remove the highlighted clause as minimum assured kms are the base for the working and it needs to be paid incase the buses run below assured kms Also, payment for underutilised kms should not be linked to 100% Fleet availability. Actual fleet availability can be considered for making payment for under utilised kms	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
8	22.7 Revision of Fee	88	22.7.1 The Basic Quoted Rate per kilometer for Hiring of Electric Buses will be revised annually @ 1.0% of Basic Quoted Rate from 3rd year of the date of COD throughout the contractual period to accommodate price escalation on account of cost of maintenance, material and manpower. However, for the first two years, there will be no revision for Hiring Charges	Request Authority to amend the clause as below - The PK Fee shall be revised every 6-months from the date of signing of this Agreement to accommodate price escalation on account of cost of maintenance, material and manpower. "Revision in PK Fee" will be calculated based on the formulae given below: PK fees (revised) = (PK fees) + (PK Fee x (CPIMonth – CPIBase)/ CPIBase x 0.05) + (PK Fee x (MWMonth – MWBase)/ MWBase x 0.25) Where, CPI Base = Index value issued by Government of India's Labour Bureau's Consumer Price Index for Industrial Workers (CPI- IW) at the time of Bid end date. CPI Month = Index value issued by Government of India's Labour Bureau's Consumer Price Index for Industrial Workers (CPI- IW) for particular month when the price variation is applicable. MWBase = Minimum wages notified by the Labour department of that state applicable at the time of bid end date for skilled category MWMonth= Minimum wages for skilled category for particular month, notified by the Labour department of that state	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
9	22.7 Revision of Fee	88	22.7.2 The base rate of electricity as on the date of tender is Rs.4.50/- per unit and Rs.200 per KVA as fixed charges. In case of increase in electricity tariff, in respect of Fixed/Energy charges only it will be borne by Authority and if decreases, the difference amount is to be deducted from bidder. The power consumption shall be 1.0 kWh per km as per Bus Specification and if the power consumption exceeds 1.0 KWH, the difference power cost shall be borne bidder only.	Request Authority to amend the clause as below - The Authority is liable for any increase in electricity tariff or other related charges including fixed fee, cess, taxes, etc post the Bid Due Date and shall compensate the Operator for any such increase in tariff post submission of bid	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
10	27.2 Deposit in Escrow Account	99	27.2.1 The Authority shall deposit or cause to be deposited the following inflows and receipts into the Escrow Account: (a) All the Fee due and payable to the Service Provider subject to and in accordance with Article 22; (b) any deposit by the Authority to maintain an amount equivalent to 1 (One) month estimated Fee in the Escrow Account.	Request Authority to maintain atleast 2 months equivalent fee payable to Operator as minimum deposit in the escrow A/c	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024

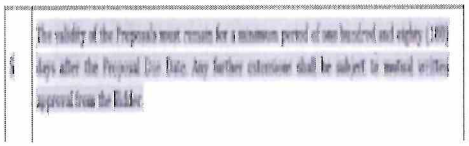
11			New requirement	PSM should be introduced in this tender inorder to ensure timely payments to operators as per Annexure-A	Not Agreed
12			New requirement	Leasing of buses by STU - Asset Light model as per Annexure-A	Not Agreed
13	16.2.3	56 of 209 of Vol-III	16.2.3 The Service Provider shall ensure that if any plant and machinery is provided by the authority from the Maintenance Depots at the time of Handover, they are used, maintained and returned in working order upon Termination of the Agreement.	Authority is requested to share tools and equipmnt list availble with authority which will be handover to Service Provider	The details will be shared to the successful bidder
14	17.5	62 of 209 of Vol-III	Bi-monthly Schedule -The Service Provider shall ordinarily perform, at the Maintenance Depots, its bi-monthly Maintenance Obligations for each Bus at intervals of 15 (fifteen) days (the "Bi-monthly Schedule"). The Due Date for Bi-monthly Schedule shall be the later of 16th (sixteenth) day from the immediately preceding Scheduled Maintenance or travel of 6,000 km (six thousand kilometres) after such Scheduled Maintenance.	Authority is requested to consider Schedule maintenance as per manufactureers recommendation	Agreed
15	17.6	62 of 209 of Vol-III	Forty Five Day Schedule	Authority is requested to consider Schedule maintenance as per manufactureers recommendation	Agreed
16	17.7	62 of 209 of Vol-III	Half-Yearly Schedule	Authority is requested to consider Schedule maintenance as per manufactureers recommendation	Agreed
17	17.8	63 of 209 of Vol-III	**Biennial Schedule**	Authority is requested to consider Schedule maintenance as per manufactureers recommendation	Agreed
18	17.9	63 of 209 of Vol-III	Periodic Overhaul Schedule	Authority is requested to consider Schedule maintenance as per manufactureers recommendation	Agreed
19	17.26.1	70 of 209 of Vol-III	17.26.1 The Service Provider shall, at each Maintenance Depot, install and operate the maintenance facilities and equipment necessary for performing its Maintenance Obligations under and in accordance with this Agreement. Such maintenance facilities and equipment but not limited to shall include:	Authority is requested to make the list indicative and let the service provider to decide the tools and equipments required	The details will be shared to the successful bidder
20	Schedule A	146 of 209 of Vol-III	1.1 Depot Site shall include the land described in Annex-I of this Schedule-A.	Authority is requested to provide Depot name for better understanding	The details are mentioned in the RFP-I of the tender document
21	Schefdule J	164 of 209 of Vol-III	OPERATIONAL Plan should include list of Routes, frequencies, headway, number of Buses to be deployed on each Route, and any other information the Authority intends to include.4	Authority is requested to provide bus schedule for undersatanding and better project working	The details will be shared to the successful bidder
22	Schedule L	168 of 209 of Vol-III	MAINTENANCE DEPOTS EQUIPMENT (This is in addition to the specific equipments required for electric buses)	Authority is requested to make the list indicative and let the service provider to decide the tools and equipments required. Lot tools mentioned in list are not required	The details will be shared to the successful bidder
23	Schedule L Sr.No. 47	170 of 209 of Vol-III	Vehicles for officers, checking, attending to alerts /emergencies	Authority is requested to clarify the requirement	The details will be shared to the successful bidder

24			Request for clarification on additional clause	i) Photos of identified depots – Pits, office area, store area, washing area ii) Passive work scope of work – Workshop repair & painting, Washing area repair, Drainage system repair, Drivers rest room with painting, Training room, Electrical, tiling & plumbing work of Washroom etc iii) ETP availability	The depots will be handedover as is where is basis to the successful bidder
25	4.1.2 Conditions Precedent	19 of 209 of Vol-III	The Conditions Precedent required to be satisfied by the Service Provider from the date of this Agreement and/or receipt of LOA and prior to the Appointed Date shall be deemed to have been fulfilled when the Service Provider shall have: (a) Registered office in Bengaluru city; (b) provided Performance Security to the Authority within 21 (twenty one) days of receipt of the LOA pursuant to Article 9; (c) procured if required for the Service Provider the Right of Way to the Depot Site in accordance with the provisions of Clause 10.3.1;	1. Conditions Precedent of the Authority like Depot handover timelines, execution of Escrow Agreement, Providing Right of Way, Electricity supply etc. are not defined which contradicts Article 10, Article 27 and Clause 4.2 2. The timeline for fulfilment of Conditions Precedent is not provided in this Clause or Article 4 in general	The details will be shared to the successful bidder
26	5.3.20 - Obligations related to employment of personnel	29 of 209 Vol-III	The Service Provider cannot engage either Dismissed/Removed employees and/or their family members from any of the four State Transport Corporations of Karnataka, Central Government and State of Karnataka Public Sector Undertakings for a minimum period of four (4) years from the Appointment Date	The Authority is requested to provide a list of such drivers otherwise such cases cannot be identified by the Service Provider during recruitment of Drivers	The Service Provider cannot engage either Dismissed/Removed employees from any of the four State Transport Corporations of Karnataka for a period of one(01) year from the dismissal Date. The list will be shared to the successful bidder
27	6.1.1 of e of Obligations of the Authority	32 of 209 Vol-III	provide, or cause to be provided, reasonable support to the Service Provider in procuring electric transmission lines and sub-station as specified in Schedule-A, at any location situated within 500 m (five hundred meters) of the boundary of the Maintenance Depots		The Service Provider also agrees that the Authority is only responsible for providing the upstream

28	5.10.3 - Obligations relating to charging infrastructure	31 of 209 Vol-III	The Service Provider also agrees that the Authority is only responsible for providing the upstream connectivity from the nearest sub-station to the Maintenance Depot. All other but not limited to civil and electrical infrastructure setup, operations, maintenance and compliance to Applicable Law and Safety is the responsibility of the Service Provider inside the Depots.	Please confirm that Authority is responsible for arranging upstream Power	upstream connectivity through dedicted feeder depending on load requirement from the nearest sub-station to the Maintenance Depot
29	9.1.3 - Performance Security	39 of 209 Vol-III	Notwithstanding anything to the contrary contained in this Agreement, in the event Performance Security is not provided by the Service Provider within a period of 30 (sixty) days from the date of LOA the Authority may encash the Bid Security	There is a contradiction between the number and the word. Please confirm whether the period is 30 days or 60 sixty days	The period is 30 days (Thirty days)
30	12.5.1 Completion of the Maintenance Depots	46 of 209 Vol-III	On or after the Appointed Date, the Service Provider shall undertake construction and/or modification of the Maintenance Depots as specified in Schedule-E, and in conformity with the Specifications and Standards set forth in Schedule-B. The 180 (One hundred eighty) days from the Appointed Date shall be the scheduled date for completion of the Maintenance Depots (the "Scheduled Maintenance Depot Completion Date") and the Service Provider agrees and undertakes that the Maintenance Depot shall be completed on or before the Scheduled Maintenance Depot Completion Date. Existing depots will be handed over as and when the buses are delivered	If Existing Depot are handover when delivery of Buses are made, then then Depot completion time for such depots shall not be considered from Appointed date. Please confirm.	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
31	13.6.1 Prototype	49 of 209 Vol-III	The Service Provider shall, no later than 60 (sixty) days or as per the mutually agreed delivery schedule from the Appointed Date, supply a Prototype bus (ensuring registration formalities are completed) and demonstrate to the Authority, tests and trials to be conducted in accordance with the provisions of Clause13.4.	The date specified in Schedule G is contradictory to this Clause. It is requested to correct Schedule-G since Prototype delivery cannot be made before Appointed date	Adhere to Schedule-G of tender documents
32	13.8 Supply of Buses	50 of 209 Vol-III	Upon approval of the Prototype Bus in accordance with the provision of Clause 13.7, the Service Provider shall supply the remaining Buses in accordance with the provisions of Schedule -G	The supply of Buses can be made only after Appointed date. Hence, Schedule-G is requested to be revised accordingly	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
33	16.1.4 Operation of Buses	57 of 209 Vol-III	The Service Provider shall, if required, provide Buses for operating additional Buses. The Parties agree that the maximum number of additional Buses which may be made operational under this sub-clause 16.1.4 shall be subject to up to 25%(Twenty Five percent) of the Buses for the first year from the Appointed Date and over the Contract Period.	1. It is requested to clarify how payment for additional buses shall be made since it is not mentioned in the Master Service Agreement	The additional buses will be operated as per the tender terms and conditions

34	16.6.1 & 16.6.3 Incidents enroute	59 of 209 Vol-III	the Service Provider shall be liable to pay Damages at the rate of 0.01% of the Performance Security and the damages will be recovered from the monthly payment bills.	Since incidents enroute are on a case to case basis, Please confirm that damage considered is expressed as % of Performance Security / bus basis	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
35	19.5.2 Remedial Measures	72 of 209 Vol-III	..... , the Authority shall be entitled to recover Damages from the Service Provider at the rate of 0.01% of the Performance Security and the damages will be recovered from the monthly payment bills.	1. Since inspections are on a case to case basis, Please confirm that damage considered is expressed as % of Performance Security / bus basis 2. The clause refernce no. is incorrect. It is requested for correction	Under the clause 19.5, the sub clause is mentioned as 16.9.4 instead of 19.5.2. Hence the clause 16.9.4 be read as 19.5.2.
36	22.4.1 Annual Assured Kilometres	86 of 209 Vol-III	The Authority agrees that the Operational Plan shall ensure the average Bus Kilometres scheduled across all buses in a continuous period of 12 (twelve) calendar months, commencing from the Commercial Operation Date of the respective Buses, will be no less than 59,500 km (Fifty Nine Thousand five hundred kms) (the "Annual Assured Bus Kilometre").	As per RFP Clause 1.2 - Annual Assured km is 63000 Km. **Kindly confirm what is the Annual Assured Km**	The annual assured Kms is 63000
37	27.2.1 b Deposit in Escrow Account	99 of 209 Vol-III	(b) any deposit by the Authority to maintain an amount equivalent to 1 (One) month estimated Fee in the Escrow Account	It is requested to consider 2 (Two) months estimated Fee in the Escrow Account	(b) any deposit by the Authority to maintain an amount equivalent to 1 (One) month estimated Fee in the Escrow Account
38	27.3 Withdrawal During Agreement Period	99 of 209 Vol-III	**The Service Provider** shall, at the time of opening the Escrow Account, give irrevocable instructions, by way of an Escrow Agreement, to the Escrow Bank instructing, inter alia, that deposits in the Escrow Accounts shall be appropriated in the following order every month, or at shorter intervals as necessary, and if not due in a month then appropriated proportionately in such month and retained in the Escrow Account and paid out there from in the month when due:	It is requested to clarify whether the Clause intends to say that the "**Authority**" shall, at the time of opening the Escrow Account, give irrevocable instructions, by way of an Escrow Agreement, to the Escrow Bank. Because such Escrow related instruction cannot be given by Service Provider	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
39	33.1.1 Divestment requirements upon expiry of the Agreement Period	116 of 209 Vol-III	(b) cure all Buses of all defects and deficiencies so that the Buses are compliant with the Maintenance Obligations; provided that if such defects and deficiencies have arisen on account of accident, vandalism, arson, riot or natural calamity occurring no earlier than 120 (one hundred and twenty) days prior to such Termination or expiry of the Agreement Period, the Authority shall grant to the Service Provider such additional time, not exceeding 240 (two hundred forty) days, as may be reasonably required for repair and	It is requested to clarify wherher all Buses shall be handed over to the Authority after the expiry of the Agreement. If not required then curing Bus defects are not necessary	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024

40	Schedule M-Recital c	174 of 209 Vol-III	(C) The SCOM Agreement requires the Service Provider to establish an Escrow Account, inter alia, on the terms and conditions stated therein	This is contradictory to Article 27. It is requested to incorportae that "The SCOM Agreement requires the Authority to establish an Escrow Account,....."	As per the SCOM agreement, the authority will open the escrow account
41	15.6 A	7 of Vol-II	Minimum seating capacity-33 numbers for Midi (9-meter) bus excluding driver and space for one wheelchair with provision for seat belt, wheelchair anchorage, stoppers etc. Location of wheel chair space shall be clearly highlighted and be visible using the standard symbols for wheel chair accessibility.	Option 1: 27 PMS +1WC SPACE +LIFT +D can be provided. Option 2: 33PMS +1D without wheel chair & lift can be provided	Wheel chair lift is deleted - all other terms remains unaltered
42	16.7 C	8 of Vol-II	Passenger area lighting - luminous flux of all lamps for Passenger area lighting-As per AIS 052 with illumination level of ≥ 100 lux and ≤ 150 lux	Will meet requirement as per AIS 052 illumination level of ≥ 50 lux and ≤ 150 lux	As per AIS 052 to meet the CMVR
43	25 &48	10 & 11 of Vol-II	Colour Scheme-Exterior, interior colour schemes and logo/ graphics to be applied will be as notified by Public Transport Authority. The buses must be recognizable as environmentally friendly battery buses.	Only solid paint maximum of 2 shades can be provided as per customr requirement Cdr files will be required and needs to be submitted before submisison of tender to work out the commercials for decal as per customer requirement , else it would be in the scope of customer	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
44	33	10 of Vol-II	Provision for Disabled Person-Provision for disabled person as per CMVR, AIS: 052 and AIS : 153.	Cannot be provided for Option 2 product is choosen	Wheel chair lift is deleted - all other terms remains unaltered
45	39	10 of Vol-II	PA System-Mike, Amplifier, 4 Nos. Speaker of reputed make	Only Mike & 4 nos speakers will be provided. Amplifier not provided	only 4 nos speakers to be provided.
46	40	10 of Vol-II	Warning Device for Emergency door-Good quality as per requirements of CMVR & with suitable Sound level.	Emergency door not provided for Type1 bus as per AIS 052. Hence warning device is not applicable	Agreed
47	48	11 of Vol-II	Stickers & Branding-Graphics for Electric, Monogram, brand etc., be done by using good quality reflecting stickers as per choice and design of BMTC. One set of blue signage stickers be provided in the saloon portion mentioning seats for ladies, physically challenged ladies, physically challenged men, senior citizen, emergency door, no smoking and red colour cross mark for door glass. Radium stickers with BMTC monogram be provided on either side of the vehicle and on the rear side as BMTC in kannada, BMTC sign be provided on front grill, all the letterings shall be in kannada, type, size and colour and location as per BMTC requirements. One chart showing the chassis details be screen printed below waist rail by the side of front door	Statutory & Regulatory Stickers will be provided as per AIS 052. For Customer specifif decals Cdr files will be required and needs to be submitted before submisison of tender to work out the commercials for decal as per customer requirement , else it would be in the scope of customer	The details will be shared to the successful bidder

48	SECTION 2A: BID DATA SHEET	26 of Vol-I		It is suggested to reduce the validity period from 180 days to 3 months. This is suggested by taking into consideration the cost of inflation and its resultant effect on the prices of the products and services.	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
49	4.2	20 of 209 of Vol-III	**4.2 Damages for Delay by the Service Provider** ..... (ii) the delay has not occurred as a result of breach of this Agreement by the Authority or due to Force Majeure, the Service Provider shall pay to the Authority Damages in an amount calculated at the rate of 0.25% (zero point two five percent) of the Performance Security for each day's delay until the fulfillment of such Conditions Precedent, **subject to a maximum amount equal to the Bid Security, and upon reaching such maximum, the Authority may, in its sole discretion and subject to the provisions of Clause 9.2, terminate the Agreement and blacklist the Service Provider for any public and/or private participation for a period of five years.** Provided that in the event of delay by the Authority in procuring fulfillment of the Condition Precedent specified in Clause 4.1.2, no Damages shall be due or payable by the Service Provider under this Clause 4.3 until the date on which the Authority shall have procured fulfillment of the Conditions Precedent specified in Clause4.1.2.	It is requested to reduce and cap the maximum damage percentage to 5% of the Performance Security.	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
50	4.3	20 of 209 of Vol-III	**4.3 Deemed Termination upon Delay** Without prejudice to the provisions of Clauses 4.2 and 4.3, and subject to the provisions of Clause 9.2, the Parties expressly agree that in the event the Appointed Date does not occur, for any reason whatsoever, before 200 (Two Hundred) days from the date of this Agreement or the extended period provided in accordance with this Agreement, all rights, privileges, claims and entitlements of the Service Provider under or arising out of this Agreement shall be deemed to have been waived by, and **to have ceased with the concurrence of the Service Provider, and the Agreement shall be deemed to have been terminated by mutual agreement of the Parties. Provided, however, that in the event the delay in occurrence of the Appointed Date is for reasons attributable to the Service Provider, the Performance Security of the Service Provider shall be encashed and appropriated by the Authority as Damages thereof.**	Please add " in case of such termination the Authority shall make a payment of damages to the Service Provider of a sum of Rs.---------- as and by way of liquidated damages. Further, the price of the buses already suppied to the Authority under the agreement alongwith dues payable by Authority to Service Provider under different heads, if any may be reimbursed.	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024

51	5.1.7	21 of 209 of Vol-III	5.1.7 The Service Provider, along with Buses, submit to the Authority, the manufacturers' and suppliers' warranties and guarantees in respect of the Buses including the ITMS system, CCTV, etc., which warranties and guarantees shall be passed on to the Authority, without any cost to the Authority. The Service Provider shall ensure that any annual maintenance contract that it may execute in respect of the Buses or any part thereof, is executed after obtaining prior approval of the Authority. Authority will be providing identified depots as is where is condition.	Please delete the word "guarantees" from this clause.	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
52	5.1.21	23 of 209 of Vol-III	5.1.21 Provide all information, data from the OBITS records, documents etc. It shall be mandatorily shared with the authority through mutually agreed methods and period. Respond to all notices, letters, and communications received from the Authority within a reasonable time frame.	It is requested to change this clause as follows: "*Provide all information, data from the OBITS records, documents etc. It shall be mandatorily shared with the authority through mutually agreed methods and period. Respond to all notices, letters, and communications received from the Authority* ***within the time specified in the agreement.***"	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
53	5.1.27	24 of 209 of Vol-III	(d) make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it in connection with the performance of its obligations under this Agreement;	Please remove the said clause as the Bidder cannot be held responsible for the personal acts of the Contractors.	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
			5.3 Obligations relating to Employment of Personnel		
54	5.3.13	28 of 209 of Vol-III	5.3.13 The Service Provider shall be responsible for employing any and all manpower, personnel, labour, etc., as may be required to be deployed by it for implementation of the Project and as such the Service Provider on an exclusive basis shall be responsible for exercising supervision and control over such manpower, personnel, labour, etc. For all intents and purposes under this Contract, the Service Provider alone shall be the principal employer in terms of the provisions of the Factories Act, 1948 and the Contract Labour (Regulation and Abolition) Act, 1970 in respect of such manpower, personnel, labour, etc. The Authority shall at no point of time be concerned in any manner whatsoever with any employee or labour related issues of such manpower, personnel, labour, etc. of the Service Provider and shall not have any liability or responsibility towards them. The Service Provider shall keep the Authority indemnified for all claims that may arise due to Service Provider's non-compliance with any provisions of this Clause 5.5.12.	It is clarified here that the Service Provider will not abotain Factory license for the depot premises as the Authority is the owner and ocupier of the Depot. The Service Provider will obtain a labour license for operation of the depot.	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024

55	9.1.1	39 of 209 of Vol-III	**9.1. Performance Security** 9.1.1 Provide to the Authority no later than 21 (twenty one) days from the date of receipt of LoA, **an irrevocable and unconditional guarantee from a Bank for a sum equivalent to 5% of the tender value in the form set forth in Schedule-D** (the "Performance Security")beyond 90 days after contract period. Until such time the Performance Security is provided by the Service Provider pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority shall release the Bid Security to the Service Provider.	It is suggested that the performance security be capped to 03% of the tender value	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
56	9.1.3	39 of 209 of Vol-III	**9.1. Performance Security** Notwithstanding anything to the contrary contained in this Agreement, in the event Performance Security is not provided by the Service Provider within a period of 30 (sixty) days from the date of LOA the Authority may encash the Bid Security and appropriate the proceeds thereof as Damages,	Please clarify the time line as the clause states both 30 and 60 days and Clause 4.12 stated 21 days.	The Performance security is to be furnished within 21 days from the date of LOA
57	4.1.2	19 of 209 of Vol-III	4.1.2 The Conditions Precedent required to be satisfied by the Service Provider from the date of this Agreement and/or receipt of LOA and prior to the Appointed Date shall be deemed to have been fulfilled when the Service Provider shall have: (a) Registered office in Bengaluru city; (b) provided Performance Security to the Authority within **21 (twenty one)** days of receipt of the LOA pursuant to Article 9; (c) procured if required for the Service Provider the Right of Way to the Depot Site in accordance with the provisions of Clause 10.3.1; and		

58	13.9	50 of 209 of Vol-III	**13.9 Delay in supply of buses** 13.9.1 In the event the Service Provider is unable to supply any Bus as per this Article 13, for reasons not attributable to the Authority the Service Provider shall pay Damages of INR 1500/- (Indian Rupee one thousand five hundred only) plus applicable taxes for each day of delay for each Bus (whose procurement is delayed) till the date of procurement of such bus. All these damages shall be excluding applicable taxes. **13.9.2 If the supply of any Bus is delayed by a period exceeding 60 (sixty) days or as per mutually agreed delivery schedule as provided in the supply Schedule or if the Damages payable by the Service Provider for such delay in supply of Buses cross 10% (percent) of the Performance Security, notwithstanding anything provided in this Agreement, it shall be regarded as an Service Provider Event of Default.**	Please add "Subject to a maximum of Rs. 10,000/- per bus. Please delete this clause as Rs. 10,000/- per bus shall be the maximum amount of penalty.	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
59	13.11.1	51 of 209 of Vol-III	**13.11. Damage due to Accident:** 13.11.1 The Service Provider shall be liable for any damage to the Bus on account of accidents. The Service Provider agrees that it shall undertake repair and rectification of such damaged Bus such that the Bus conforms to the Specifications and Standards, to the satisfaction of the Authority.	13.11.1 The Service Provider shall be liable for any damage to the Bus on account of accidents. The Service Provider agrees that it shall undertake repair and rectification of such damaged Bus such that the Bus conforms to the Specifications and Standards, **as mentioned in the agreement.**	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
60	13.11.3	51 of 209 of Vol-III	**13.11. Damage due to Accident:** 13.11.3 The Service Provider shall notify the relevant Government Instrumentalities and the Authority of any accidents verbally/email, within 1 (one) hour of its occurrence followed by a written notice and in the event, such accident involves any fatality, the Service Provider shall intimate such accident verbally within 5 (five) minutes of the occurrence of such accident, followed by a written notice. Where any persons involved in the accident have suffered injuries, the Service Provider shall co-ordinate with the relevant Government Instrumentalities to ensure timely medical help and treatment. The authority shall provide reasonable assistance support to the service provider on best efforts basis.	It is suggested to change this clause as follows: 13.11.3 The Service Provider shall notify the relevant Government Instrumentalities and the Authority of any accidents verbally/email, **within 2 (two) hours** of its occurrence followed by a written notice and in the event, such accident involves any fatality, the Service Provider shall intimate such accident verbally **within 1 (one) hour** of the occurrence of such accident, followed by a written notice. Where any persons involved in the accident have suffered injuries, the Service Provider shall co-ordinate with the relevant Government Instrumentalities to ensure timely medical help and treatment. The authority shall provide reasonable assistance support to the service provider on best efforts basis.	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024

61	14.1	52 of 209 of Vol-III	**14.1. Inspection by Authority** 14.1.4 The Authority Representative shall submit an inspection report for each Bus specifying the defects and deficiencies that shall be rectified by the Service Provider in conformity with the Specifications and Standards (the "Punch List"). The Service Provider shall, no later than 15(fifteen) days, rectify each item in the Punch List and notify the Authority of the same. The Authority may, in its discretion, inspect the Bus within 10 (ten) days thereof and in the event that any defect or deficiency specified in the Punch List shall have remained without rectification thereof, **the Service Provider shall pay to the Authority as Damages, INR 5,000/- (Indian Rupee Five Thousand) per bus per day of delay until all items of the Punch List are rectified.**	Please add "subject to a maximum amount of 10,000/- per bus".	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
62	14.3	54 of 209 of Vol-III	14.3 Damages for delay Subject to the provisions of Clause 12.5, if COD does not occur prior to the 91st (ninety first) day/ or as per mutually agreed due date after the approval of prototype of the Buses, unless the delay is on account of reasons solely attributable to the Authority or due to Force Majeure, the Service Provider shall pay Damages to the Authority in a sum calculated at the rate of INR 1500/- (Indian Rupee one thousand five hundred Only) plus applicable taxes for delay of each day until COD is achieved from the monthly payment to the Service Provider/ Performance Security submitted by them	Please add "subject to a maximum amount of Rs. 10,000/- per bus.	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
			16.6 Incidents En-Route 16.6.1 In case of breakdown of a Bus during normal course of Operations, the Service Provider shall immediately inform the Control Centre and its maintenance team whereupon the Service Provider shall ensure speedy tow-away of the affected Bus **within 2 (two) hours of breakdown**. The Service Provider shall immediately provide a replacement Bus to complete the route after such Bus failure, failing which it will be deemed as an Service Provider Event of Default and the Service Provider shall be liable to pay Damages at the rate of 0.01% of the Performance Security and the damages will be recovered from the monthly payment bills. 16.6.3 In an unforeseen event involving unruly behavior by passengers or vandalism in or involving the Bus, the Service Provider shall forthwith intimate the Authority. If the Bus in question is not in a condition to complete the route or go back to the Bus Depot, then the Service Provider shall arrange to tow-away such Bus **within1 (one) to 2 (two) hours of such occurrence**, failing which Service Provider shall be liable to pay Damages at the rate of 0.01%		
63	16.6	59 of 209 of Vol-III		Its is requested to change the timelime to 4 (four) hours	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024

64	16.8.7	61 of 209 of Vol-III	**16.8 Advertising on Buses and Maintenance Depots** 16.8.7 The revenue generated through advertisement shall be property of Authority.	It is requested to delete this clause. If the Service provider is granted permission to advertise on the buses then a revenue sharing arrangement may be implemented between Service Provider and Authority.	16.8.7 The revenue generated through advertisement on the buses shall be prerogative of Service Provider
65	22.3	86 of 209 of Vol-III	**22.3. Payment of Fee** 22.3.2 The Authority shall within a period of **30 (thirty) days** from receipt of the invoice, subject to verification of the invoice against the records that it has in relation to the Bus Service, Fine to be levied by the Authority as per Key Performance Indicators defined in Article 20 and submission of proof of payments towards PF and ESI make the payments. All payments shall be made by the Authority to the Service Provider after making applicable deductions such as penalties and any tax at source under Applicable Law.	Please reduce this with 7 days.	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
66	22.7.1	88 of 209 of Vol-III	**22.7 Revision of Fee** 22.7.1 The Basic Quoted Rate per kilometer for Hiring of Electric Buses will be revised annually @ 1.0% of Basic Quoted Rate from **3rd year** of the date of COD throughout the contractual period to accommodate price escalation on account of cost of maintenance, material and manpower. However, for the first two years, there will be no revision for Hiring Charges.	Please amend revison from 3rd Year to 2nd year	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
			23.1 Training		
67	23.1	90 of 209 of Vol-III	If the Service Provider requests the Authority for engaging the Authority's employees and the Authority agrees to such request, the Service Provider shall provide training to the staff of the Authority in accordance with the provisions of this Article 23 (the "Training Obligations").	Please clarify the number of training and the staff to be trained on per bus basis.	The same will be informed to the succesful bidder
68	29.5.2	105 of 209 of Vol-III	**29.5. Duty to report Force majeure event** 29.5.2 The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and **in any event no later than 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence**, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.	Please delete the requirement of notice for Force majeure event as the proof of the same is not available.	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024

69	29.8	106 of 209 of Vol-III	**29.8 Termination Notice for Force Majeure Event** If a Force Majeure Event subsists for a period of 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty five) days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save as provided in this Article 29, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant 15(fifteen) days time to make are presentation, and may after the expiry of such 15 (fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.	Please add " the termination shall be subject to payment of damages by Authority to Service Provider as sum of Rs.--------- --------- as and by way of liquidated damages and the price of the buses already suppied tothe Authority under the agreement alongwith dues payable by Authority to Service Provider under different heads, if any.	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
70	38.3.1	128 of 209 of Vol-III	**38.3 Property taxes** 38.3.1 All property taxes on the Depot Sites shall be payable by the Authority as owner of the Depot Sites; provided, however, **that any such taxes payable by the Service Provider under Applicable Laws for use of the Depot Sites shall not be reimbursed or payable by the Authority.** For the avoidance of doubt, the Parties agree that stamp duties, if any, due and payable on the grant of licence comprising this Agreement shall be paid by the Authority. Provided, however, that the Authority may require the Service Provider to pay such stamp duties, which shall be reimbursed by the Authority to the Service Provider within 15 (fifteen) days of receiving the demand therefor.	It is suggested to deleate or suitably modify this clause which reads as follows: "that any such taxes payable by the Operator under Applicable Laws for use of the Depot Sites shall be reimbursed or payable by the Authority" This is because the Authority being the owner of the depot land/premises shall be liable to pay all taxes applicable to the depot sites.	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
71	39.4	129 of 209 of Vol-III	**39.4 Adjudication by a tribunal** In the event of constitution of a statutory tribunal or other forum with powers to adjudicate upon disputes between the Service Provider and the Authority, all Disputes arising after such constitution shall, instead of reference to arbitration under Clause 39.3, be adjudicated upon by such tribunal or other forum in accordance with Applicable Laws and all references to Dispute Resolution Procedure shall be construed accordingly.	It is requested that a three arbitrator panel may adjudicate the disputes, out which one arbitrator may be appointed by each party and the third presiding arbitrator may be appointed by such arbitrators mutually and as per Arbitration and Conciliation Act.	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024

72	39.3	132 of 209 of Vol-III	**39.3 Dispute resolution:** 39.3.1 If any dispute arises in the matter concerning with the tender or agreement terms the decision of the Managing Director, BMTC shall be final and binding. 39.3.2 In case any litigation in the matter concerning with the tender or agreement terms the same shall lie within the jurisdiction of civil courts only at **Bengaluru City**.	Please make clause 39.3.1. more mutual. Suggested change: "*39.3.1 If any dispute arises in the matter concerning with the tender or agreement terms the mutually arrived decision of the Managing Director, BMTC and the Managing Director of the Service provider shall be final and binding*." 39.3.2. It requested to change Bangaluru city to Mumbai	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
73	42.1	132 of 209 of Vol-III	42.1 Governing law and jurisdiction This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the **courts of Karnataka** shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.	Please change the same to Court of Mumbai	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
74	Substitution Agreement of 8.1	208 of 209 of Vol-III	8 DISPUTE RESOLUTION - 8.1 Dispute resolution In the event a dispute is not resolved amicably by conciliation, as provided in article 39.3 either party may approach the court for the settlement of dispute pursuant to article 42.1. i) The **courts at Bengaluru** shall have the jurisdiction over all matters/disputes between the parties arising out of or relating to this agreement. ii) This agreement is governed by laws of India.	Please change it to courts of Mumbai	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
75	Substitution Agreement	208 of 209 of Vol-III	**9.1 Governing law and jurisdiction** This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the **Courts at Karnataka*** ** shall have jurisdiction over all matters arising out of or relating to this Agreement.	Please change it to courts of Mumbai	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024

			M/s. JBM Auto Ltd.,		
76	13.6.1	49 MSA 13.6 Supply of Prototype	13.6.1 The Service Provider shall, no later than 60 (sixty) days or as per the mutually agreed delivery schedule from the Appointed Date, supply a Prototype bus (ensuring registration formalities are completed) and demonstrate to the Authority, tests and trials to be conducted in accordance with the provisions of Clause13.4.	Requesting the authority to consider testing certificates from institutions like ICAT, ARAI, NATRAX etc instead of trial runs of the vehicles	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
77	1.2	161 MSA TESTS	1.2 The Authority shall conduct, or cause to be conducted, adequate trial runs of Prototypes to determine their compliance with Specifications and Standards, requirements and Safety Requirements.	Requesting the authority to consider testing certificates from institutions like ICAT, ARAI, NATRAX etc instead of trial runs of the vehicles	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
78	10	162 MSA Type Tests	AIS 048	Requesting the authority that AIS 048 has been discontinued and has been replaced by AIS 038, So request the authority to replace the AIS 048 requirement with AIS 038	Agreed
79	3	2- RFP a. Battery Pack Rating & Energy/Power b. Minimum & Maximum Charging% c. Motor/s Capacity d. Charging standard	IX. The battery shall have capacity to operate 120 kms in single charge at 80% SOC and opportunity charging of 45 minutes with assured kms of 180kms per day	Requesting the authority to provide 60 minutes of opportunity charging time	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024

80	3.7	3 RFP Electric propulsion system & its requirements.	Electrical Propulsion System / Sub Systems(Batteries) Temperature, Motor Speed in RPM, Vehicle Speed, Motor Percent Load (Torque) as per AIS 048 / AIS 049, Diagnostic Message (Electrical Propulsion System Batteries, Cooling System, Motor, Traction Controller Specific), SOC with Vehicle Health Monitoring System (Battery Health + Regenerative Brake Charging).	Requesting the authority that AIS 048 has been discontinued and has been replaced by AIS 038, So request the authority to replace the AIS 048 requirement with AIS 038	Agreed
81	12	4 RFP Charging range	The battery shall have capacity to operate 120kms in single charge at 80% SOC and opportunity charging of 45 minutes with assured kms of 180km per day	Requesting the authority to provide 60 minutes of opportunity charging time	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
82	XI	18 RFP Note:	XI. Bus manufacturer needs to provide lifetime warranty for the battery, electric motor, and controller. Smaller repairs had to be resolved in six hours while system faults with battery, electric motor and controller have to be corrected within 48 hours. The warranty also requires the manufacturers to replace batteries when the state of charge (SOC) falls below 80 percent.	Requesting the authority that the battery warranty will be 5 years or 3,50,000km (whichever is earlier), Since this is GCC contract hence Bidder shall meet all the requirements.	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
83	XII	18 RFP Note:	XII. Manufacturers need to meet high safety standards for battery packs. These standards include a protection level that is no less than IP67—which represents a high water and dust proof battery pack—and satisfactory operation safety in extreme temperatures ranging from 0 to 65°C.	Requesting the authority to lower the operating temperature requirement from 0 to 65 dec C to 0 to 55 deg C	As per manufacturer design and CMVR
84	14 (a)	5 RFP Service Doors	One service door at front door before the front axle as per AIS 052 and one service door at center between the axle of 1200 mm wide clear aperture shall be fitted at middle nearside of the bus as per provisions of the AIS 052(Bus Code) for Type I, SDX category. Door aperture without flaps shall be 1200 mm min., fully opened clear door width shall be 1050 mm ± 50 mm with door height of 1900 mm min.	Requesting the authority to allow 1185mm apperture door with clear opening of 850	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
85	15.6 (a)	7 RFP Minimum seating capacity	Location of wheel chair space shall be clearly highlighted and be visible using the standard symbols for wheel chair accessibility.	Requesting the authority to remove this requirement as it is not applicable for 900mm bus floor height as per CMVR AIS:052 Bus body code. Boarding wheel chair on 900 mm floor bus will need a Wheel chair lift, also it will reduce 8 nos of seats if we put Lift & Wheel chair space. In this case 33 nos seats will become 33-8=25. Requesting authority to kindly re-visit requirement and confirm.	Wheel chair lift is deleted - all other terms remains unaltered
86	3 (vi)	Vol-2 Page 2 Technical specifications	Charging Time less than 2 hours- overnight charging.	Please Specify the Night charging window details.	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024

87	3 (ix)	Vol-2 Page 2 Technical specifications	The battery shall have capacity to operate 120 kms in single charge at 80% SOC and opportunity charging of 45 minutes with assured kms of 180kms per day	Please allow atleast 75 mins for bus opportunity time. Also Specify the details of opportunity window availibility	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
88	2.1 (b)	Vol-3 Page 17 Scope of the Agreement	Procurement and installation of the charging infrastructure at the maintenance depots and at terminal/other charging locations specified by the authority for the charging of the buses	Please specify the Terminal/ other charging locations availibility.	The details will be shared to the successful bidder
89	1.4	Vol-1 Page 11 DESCRIPTION OF PROJECT	A total of 03 (three) depots and 03 (three) locations for opportunity charging will be provided by the authority for operations of 120 Non AC, 9 mtr, 900mm floor height electric bus	Please specify the depot and opportunity depot details.	The details will be shared to the successful bidder
90	16.2.3	MSA Page #57 Maintenance Depot	The Service Provider shall ensure that if any plant and machinery is provided by the authority from the Maintenance Depots at the time of Handover, they are used, maintained and returned in working order upon Termination of the Agreement	Requested to share tools & equipment's list available with authority which will be handover to service provider	The details will be shared to the successful bidder
91	6.1.1 f	MSA Page #32 Obligations of the Authority	upon written request from the Service Provider, assist the Service Provider in obtaining access to all necessary infrastructure facilities and utilities, including water and electricity for the Maintenance Depots if not available;	We request the authority to ensure that essential facilities such as water and electricity are provided within the scope of the authority if they are not available in the maintenance depot.	Adhere to Tender Condition, Operational deopts with water and electricity facilities are allotted.
92	16.6.1	MSA Page#59 Incidents En-Route	In case of breakdown of a Bus during normal course of Operations, the Service Provider shall immediately inform the Control Centre and its maintenance team whereupon the Service Provider shall ensure speedy tow-away of the affected Bus within 2 (two) hours of breakdown. The Service Provider shall immediately provide a replacement Bus to complete the route after such Bus failure, failing which it will be deemed as an Service Provider Event of Default and the Service Provider shall be liable to pay Damages at the rate of 0.01% of the Performance Security and the damages will be recovered from the monthly payment bills	In these kind of incidence the Service Provider should not be penalised but should be supported by the Authority during such kind of incidence 2 hrs time for removing the bus should be increased and penalty is very high. Requesting Authority to remove this fine of 0.01 % of Performance Security.	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
93	17.3.3	MSA Page#63 Spares and Consumables	The Service Provider shall maintain a sufficient inventory of Consumables and Spares for timely repair and maintenance of Buses in conformity with its Maintenance Obligations and shall ensure that upon Termination, hand over such spares and consumables to the Authority with adequate inventory for a period of 6 (six)months.	Upon the termination of the contract/agreement, the service provider will hand over the inventory of essential items and consumables to the authority on a chargeable basis for a period of 6 months.	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024

94	SCHEDULE-L	MSA Page#171 SCHEDULE-L	MAINTENANCE DEPOTS EQUIPMENT (This is in addition to the specific equipments required for electric buses	Request authority to consider as : The maintenance depot equipment specified in Schedule L is only indicative and all equipment will be finalized based on the list recommended by OEMS and Service Provider for bus O&M	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
95	1.4	RFP Page # 11 1. DESCRIPTION OF PROJECT	A total of 03 (three) depots and 03 (three) locations for opportunity charging will be provided by the authority for operations of 120 Non AC, 9 mtr, 900mm floor height electric bus.	Request Authority to share the depot location & Minimum number of vehicles per each depot to arrive at the financials before bid submission	The depot details are provided in RFP-I and other details will be shared to sucessfull bidder
96	ARTICLE 23	92 ARTICLE 23	TRAINING AND DEPUTATION OF GOVERNMENT EMPLOYEES	We request Authority that that training may be provided by operator at his in-house centres,authority provised depot or training centres as identified by service provider r. Therefore, request Authority to delete the clause 23.3.3 a & b All training will be provided as per OEM norms and guidelines	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
M/s. EVEY Ltd.,					
				Execution of E Bus contracts through the SPVs is very common practice in Indian Electric Bus GCC contracts and in fact this mechanism is mandated by NITI Aayog through their Model Concessionaire Agreement of FAME II Gross Cost Contracts of Department of Heavy Industries, GoI. A Special Purpose Vehicle (SPV) used for implementation of a particular project would have an advantage of segregation of project assets, a Specific Escrow account for the receipt/payment of revenue and expenditure concerned to the project, easy procurement of Project Finance, easy	
97			SPV Formation: New clause to be added. Field Trial Run: New clause to be added.	creation of Charge on the Assets of the Company (for financing the project) related to the project and assigning substitution rights related to the project in favor of the Lender concerned. Also, various lenders like REC, SBI and Yes Bank are also in a view to encourage the SPV(s) rather to fund multiple projects under one company name (Parent Company) as they wish to safe guard their project from other lender funded projects. In case if the funding is facilitated under one company name for different STU projects, any delay or non-receipt of operational payments under any of these contracts may impact the project funded by other Lender. Thus, to avoid the financial hurdles, SPV(s) are ideal solution to ring fence the project. In this regard, we request you to make optional for Incorporation of Special Purpose Vehicle (SPV) company after receiving of Letter of Award (LOA).	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024

98			Field Trial Run: New clause to be added.	Prior to Opening the Financial bids, the Technically qualified bidders are required to perform the Trial run/Proof of Concept in Bangalore city with the offered model i.e, 9m Std-Floor Electric bus as per the routes desired by BMTC for a minimum period of 2 days as per following conditions: Field trials shall be performed with the routes having higher number of Passenger stops and bus will stop at the desired Passenger Stop for at least 01 Minute.	Not Agreed
99	Volume 1 RFPDocume nt	Page No.6 of RFP	1.4 A total of 03 (three) depots and 03 (three) locations for opportunity charging will be provided by the authority	Request to kindly provide the depot details and charging locations.	The depot details are provided in RFP-I and other details will be shared to sucessfull bidder
100	Volume 1 RFP Document	Page No.6 of RFP	Annual Assured Kilometres 63,000 (180 assured Km/day/bus X 350 days)	Annual Assured Kilometres 70,000 (200 assured Km/day/bus X 350 days)	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
101	Volume -1 RFP Document	Page No.7 of RFP Document	1.8 The Fares will be collected through a variety of options on-board and off board like cash, smart card, QR Code, etc as tickets, passes etc. An integrated ticketing system valid across the network of Stage Carriage Services is also envisaged to be introduced at a later date of the Period of Contract. On-board, off-board collection and any other revenue stream including advertisement revenue for corresponding buses shall be retained by the Authority. The Service Provider shall take responsibility of taking up suitable modifications in his buses depending upon the fare collection method chosen by the Authority.	Operator will provide the provision for installing Onboard Ticketing device and Authority shall provide on board Ticketing device.	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
102	Volume -1 RFP document	Page No 17 of RFP	22. PERFORMANCE SECURITY: The Successful Bidder shall furnish, within twenty one (21) days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee (BG) from a Nationalized Bank or Scheduled Bank, for an amount of 5% of the contract value covering performance obligations and valid for a period of 90 days beyond the date of completion of the contract period.	22. PERFORMANCE SECURITY: The Successful Bidder shall furnish, ~~within twenty one (21)~~ Forty Five (45) daysof the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee (BG) from a Nationalized Bank or Scheduled Bank, for an amount of ~~5%of the contract value~~Rs. 50,000 per bus covering performance obligations and valid for a period of 90 days beyond the date of completion of the contract period.	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
103	Volume 1 RFP Document	Page No. 18 of RFP	23.2 BMTC will be providing a subsidy of Rs. 15,00,000/- (Indian Rupees fifteen lakh only) per bus to the successful bidder.	23.2 BMTC will be providing a subsidy of Rs. 15,00,000/- (Indian Rupees fifteen lakh only) per bus to the successful bidder on **prorata reductionbasis @20% per year.**	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024

104	Volume 1 RFP Document	Page No.37 of RFP	Annexure – 9: Operations plan write up	Will be provided post award of LOA.	Agreed
105	Volume 2 Technical Specifications	Page No. 4 of Tech Specs	13.3 B) Wheel area clearance (mm): > 220 mm for parts fixed to bus body &> 170 mm for the parts moving vertically with axle or As per Manufacturer design	Request to consider as per OEM Design	As per OEM design and CMVR
106	Volume 2 Technical Specifications	Page No. 8 of Tech Specs	17.14Towing device front/rear: Heavy duty 1.2 times (minimum) the kerb weight of the bus with 30o of the longitudinal axis of the bus. As per CMVR & IS 9760-RingType	17.14Towing device front/rear: Heavy duty 1.2 times (minimum) the kerb weight of the bus with 30o of the longitudinal axis of the bus. As per CMVR & IS 9760-Ring/**Pin**Type	Agreed
107	Volume 2 Technical Specifications	Page No. 5 of Tech Specs	One service door at front door before the front axle as per AIS 052 and one service door at center between the axle of 1200 mm wide clear aperture shall be fitted at middle nearside of the bus as per provisions of the AIS 052(Bus Code) for Type I, SDX category. Door aperture without flaps shall be 1200 mm min., fully opened clear door width shall be 1050 mm ± 50 mm with door height of 1900 mm min.	One service door at front door before the front axle as per AIS 052 and one service door at center between the axle of 1200 mm wide clear aperture shall be fitted at middle nearside of the bus as per provisions of the AIS 052(Bus Code) for Type I, ~~SDX~~NDX category. Door aperture without flaps shall be 1200 mm min., fully opened clear door width shall be 1050 mm ± 50 mm with door height of 1900 mm min.	Agreed
108	Volume 2 Technical Specifications	Page No. 7 of Tech Specs	Minimum seating capacity 33 numbers for Midi (9- meter) bus excluding driver and space for one wheelchair with provision for seat belt, wheelchair anchorage, stoppers etc. Location of wheel chair space shall be clearly highlighted and be visible using the standard symbols for wheel chair accessibility.	Minimum seating capacity **25 numbers for Midi (9- meter) bus and including driver and space for one wheelchair**with provision for seat belt, wheelchair anchorage, stoppers etc. Location of wheel chair space shall be clearly highlighted and be visible using the standard symbols for wheel chair accessibility.	Wheel chair lift is deleted - all other terms remains unaltered
109	Volume 2 Technical Specifications	Page No. 5 of Tech Specs	Both the entrance and the exit doors shall be of inside swing type or double jack knife type. Service doors shall be provided with grab handles.	Both the entrance and the exit doors shall be of inside swing type or double jack knife type **or Outswing** . Service doors shall be provided with grab handles.	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
110	Volume III Master Concession Agreement	Page No. 21 Clause no. 5.1.6	ARTICLE 5 OBLIGATIONS OF THE SERVICE PROVIDER: Make adequate arrangements, to make available spare buses to ensure a fleet availability of 100% of the fleet 120 buses	ARTICLE 5 OBLIGATIONS OF THE SERVICE PROVIDER: Make adequate arrangements, to make available spare buses to ensure a fleet availability of ~~100%~~95%of the fleet 120 buses	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
111	Volume III Master Concession Agreement	Page No 87 Clause No. 22.6 Payment for Excess kilometre:	22.6.1 Payment for excess kilometre = [(Actual kilometres Operated by all available buses within contracted buses for the six month period– (Assured km of all contracted buses for the six month period)) X PK Fee X 0.5]	22.6.1 Payment for excess kilometre = [(Actual kilometres Operated by all available buses within contracted buses for the six month period– (Assured km of all contracted buses for the six month period)) X PK Fee X 0.51.0]	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024

112	Volume III Master Concession Agreement	Page No 87 Clause No. 22. Payment for underutilized kilometre:	22.5.1 Payment for underutilized kilometres: = [(Assured km of all contracted buses for the six month period – Actual bus kilometres operated by all available fleet during the relevant period of six calendar months) X PK Fee X 0.5]	22.5.1 Payment for underutilized kilometres: = [(Assured km of all contracted buses for the six month period – Actual bus kilometres operated by all available fleet during the relevant period of six calendar months) X PK Fee X ~~0.5~~1.0]	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
113	Volume III of MSA	Page No 160 of MSA	Procurement Schedule Schedule – G 1 - Release of Order M 2 01 Prototype delivery of bus M + 60 days 3 119 Delivery of 100% of tendered vehicles M+180 days	Procurement Schedule Schedule - G 1 - ~~Release of Order~~ Date of agreement signing M 2 01 Prototype delivery of bus M + ~~60~~90days 3 160 Delivery of 100% of tendered vehicles M+ ~~180~~ days	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
114	Volume III–MSA	Page No 99 of MSA	27.1.3 The Authority shall throughout the Contract Period maintain in the Escrow Account, estimated Fee payable to the Service Provider as a revolving fund and for this purpose, the Authority shall replenish with its own resources, any deficit that may arise in maintaining such balance of funds	27.1.3 The Authority shall throughout the Contract Period maintain in the Escrow Account, **3 months**estimated Fee payable to the Service Provider as a revolving fund and for this purpose, the Authority shall replenish with its own resources, any deficit that may arise in maintaining such balance of funds	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
115	Volume III–MSA	Page No. 30&31 of MCA	Clause 5.10.2 in Master concession Agreement: Existing depots will be provided to service provider as is where is condition and BMTC will be providing 11KV line up to depot gate.	Existing depots will be provided to service provider as is where is condition and BMTC will be providing 11KV line up to **Metering cubicle room of depot**.~~depot gate.~~	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
					The Service
116	Volume III–MSA	Page No. 31 of MCA	5.10.3 in Master concession Agreement: The Service Provider also agrees that the Authority is only responsible for providing the upstream connectivity from the nearest sub-station to the Maintenance Depot	The Service Provider also agrees that the Authority is only responsible for providing the upstream connectivity **through dedicated feeder** from the nearest sub-station to the Maintenance Depot.	Provider also agrees that the Authority is only responsible for providing the upstream connectivity through dedicted feeder depending on load requirement from the nearest sub-station to the Maintenance Depot
117			Not Specified in RFP, New clause to be added	All municipal approvals for developing charging infra shall be in the scope of Authority.	Not applicable

118			Not Specified in RFP, New clause to be added	Authority shall provide the upstream power connection. Security deposit and approvals if required any for upstream power connection at depot or at any other location shall be in the scope of Authority.	Agreed
119			Not Specified in RFP, New clause to be added	Authority shall provide LT meters for utility power consumption by operator during operation and maintenance of buses.	This clause does not arise because the existing LT meters are already in use.
120			Not Specified in RFP, New clause to be added	Authority shall provide dedicated levelled space for parking and maintenance of buses	Depot will be handedover in as is where is condition
121			Not Specified in RFP, New clause to be added	Authority shall bare increase in taxes/introduction of any new taxes if any during the contract period.	Not relevant
122	Volume – 1 RFP	Page No. 11 of RFP document	Clause 5.9 Termination for Default in RFP: BMTC may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the bidder, terminate the Contract in whole or part: If the bidder fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by BMTC or If the bidder fails to perform any other obligation(s) under the Contract.		Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
123	Volume – 1 RFP	Page No. 17 of RFP document	22.5 Failure to Abide by the Master Service Agreement: The conditions stipulated in the MSA shall be strictly adhered to by the Service Provider and any violation thereof by the Service Provider may result in termination of the Master Service Agreement without prejudice to any rights available to Authority upon such termination as set forth in the Agreement.	21.5 Failure to Abide by the Master Service Agreement: **Termination shall happen for material breach of contract.**	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
124	Volume – 1 RFP	Page No.17 of RFP Document	22.6 Amount to be Recovered for Incomplete Tenure: a) If during the Period the MSA remains in force, the Authority has reasons to be dissatisfied with the execution of MSA and/or the performance of the Service Provider, the Authority may by notice in writing call upon the Service Provider to remove the cause of such dissatisfaction in the way to be indicated in the notice and if the Service Provider fails for a period of thirty (30) days after the receipt of such notice to remedy such cause of dissatisfaction to the satisfaction of the Authority, then the Authority shall serve a further thirty (30) days' notice to the Service Provider in writing and on failure of the Service Provider to follow the orders in said notice and notwithstanding anything contained in the MSA to the contrary, the Authority shall have a right to terminate the MSA by giving the Service Provider a final fifteen (15) days' notice in writing and the MSA shall on expiry of the said notice period stand terminated without prejudice to the right of the Authority to forfeit the Performance Security provided for the MSA.	21.6 Amount to be Recovered for Incomplete Tenure: a) If during the Period the MSA remains in force, the Authority has reasons to be dissatisfied with the execution of MSA and/or the performance of the Service Provider, the Authority may by notice in writing call upon the Service Provider to remove the cause of such dissatisfaction in the way to be indicated in the notice and if the Service Provider fails for a period of ~~thirty~~ ~~(30)~~ ~~days~~Sixty (60) Daysafter the receipt of such notice to remedy such cause of dissatisfaction to the satisfaction of the Authority, then the Authority shall serve a ~~thirty~~ ~~(30)~~ ~~days~~45 days' notice to the Service Provider in writing and on failure of the Service Provider to follow the orders in said notice and notwithstanding anything contained in the MSA to the contrary, the Authority shall have a right to terminate the MSA by giving the Service Provider a final fifteen (15) days' notice in writing and the MSA shall on expiry of the said notice period stand terminated without prejudice to the right of the Authority to forfeit the Performance Security provided for the MSA.	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024

125	Volume – II MSA	Page No 49 of MSA	13.6.1 The Service Provider shall, no later than 60 (sixty) days or as per the mutually agreed delivery schedule from the Appointed Date, supply a Prototype bus (ensuring registration formalities are completed) and demonstrate to the Authority, tests and trials to be conducted in accordance with the provisions of Clause13.4	13.6.1 The Service Provider shall, no later than 90 days or as per the mutually agreed delivery schedule from the Appointed Date, supply a Prototype bus (ensuring registration formalities are completed) and demonstrate to the Authority, tests and trials to be conducted in accordance with the provisions of Clause13.4	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
126	Volume – II MSA	Page No 49 of MSA	13.6.2 In the event that the Service Provider fails to supply the Prototype bus within the period specified in Clause 13.4.1, the Authority may recover from the Service Provider an amount of INR 25,000/- plus applicable taxes per day from the Performance Security as Damages or part thereof, by which the delivery of the Prototype is delayed, provided that such Damages shall not exceed 10% (ten percent) of the Performance Security.	13.6.2 In the event that the Service Provider fails to supply the Prototype bus within the period specified in Clause 13.4.1, the Authority may recover from the Service Provider an amount of INR ~~25,000~~1500/- plus applicable taxes per day from the Performance Security as Damages or part thereof, by which the delivery of the Prototype is delayed, provided that such Damages shall not exceed 3% of the Performance Security.	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
127	Volume – II MSA	Page No 50 of MSA	13.9.2 If the supply of any Bus is delayed by a period exceeding 60 (sixty) days or as per mutually agreed delivery schedule as provided in the supply Schedule or if the Damages payable by the Service Provider for such delay in supply of Buses cross 10% (percent) of the Performance Security, notwithstanding anything provided in this Agreement, it shall be regarded as an Service Provider Event of Default.	13.9.2 If the supply of any Bus is delayed by a period exceeding ~~60~~**180** daysor as per mutually agreed delivery schedule as provided in the supply Schedule or if the Damages payable by the Service Provider for such delay in supply of Buses cross 10% (percent) of the Performance Security, notwithstanding anything provided in this Agreement, it shall be regarded as an Service Provider Event of Default.	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
128	Volume – II MSA	Page No 51 of MSA	13.11.1 The Service Provider shall be liable for any damage to the Bus on account of accidents. The Service Provider agrees that it shall undertake repair and rectification of such damaged Bus such that the Bus conforms to the Specifications and Standards, to the satisfaction of the Authority. Service Provider shall immediately provide replacement to the bus which met with an accident/ repair/	13.11.1 The Service Provider shall be liable for any damage to the Bus on account of accidents **for reasons attributable to operator**. The Service Provider agrees that it shall undertake repair and rectification of such damaged Bus such that the Bus conforms to the Specifications and Standards, to the satisfaction of the Authority. Service Provider shall immediately provide replacement to the bus which met with an accident/ repair/	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
129	Volume – II MSA	Page No 51 of MSA	13.11.2 The Service Provider agrees that the Authority shall not be responsible for any liability arising out of any civil or criminal proceedings instituted by affected parties, as a result of such accident of the Bus and the Service Provider agrees that it shall keep the Authority indemnified against any third- party claims arising from such accidents.		Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
130	Volume – II MSA	Page No 88 of MSA	22.7 Revision of Fee 22.7.1 The Basic Quoted Rate per Kilometer for Hiring of Electric AC Buses will be revised annually @ 1.0% of Basic Quoted Rate from 3rd year of the date of COD throughout the contractual period to accommodate price escalation on account of cost of maintenance, material and manpower	22.7 Revision of Fee 22.7.1 The Basic Quoted Rate per kilometer for Hiring of Electric AC Buses will be revised annually @ ~~1.0%~~2% of Basic Quoted Rate from 3rd year of the date of COD throughout the contractual period to accommodate price escalation on account of cost of maintenance, material and manpower	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024

131	Volume – II MSA	Page No 75 of MSA	20.4.3 The Service Provider agrees that the Reliability for the Buses determined in accordance with Clause 20.4.2 shall be equal to or less than 0.5	20.4.3 The Service Provider agrees that the Reliability for the Buses determined in accordance with Clause 20.4.2 shall be equal to 1~~or less than 0.5~~	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
132	Volume – II MSA	Page No 87 of MSA	22.5.5 In case kms cancelled due to breakdowns, accidents, vehicle repair etc such km shall not be considered as bus kms and for under utilized kms.	Request to consider cancelled upto break down points to be considered in bus kilometers.	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
133	Volume – II MSA	Page No 87 of MSA	22.5.3 In the event of the Service Provider not making available the full fleet, the payment will be restricted to the actual fleet made available. The Service Provider will be entitled for Minimum Half Yearly Assured Payment Amount only if he has maintained 100% fleet availability every month.	Except for force majeure and any reasons which are not attributable to operator	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
134	Volume – II MSA	Page No 90 of MSA	23.3.3 The driving training simulator to be provided by the Service Provider shall be a computer controlled visual system showing the road and signals ahead and interfaced with the driver's controls.	On Bus training will be provided. Simulator training is not provided	Agreed
135	Volume – II MSA	Page No 115 of MSA	32.4 Other rights and obligations of the Authority: Upon Termination for any reason whatsoever	32.4 Other rights and obligations of the Authority: **For reasons attributable to operator**	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
136	Volume – II MSA	Page no 164 to 166 of MSA	Schedule: I	Schedule: I: Request to kindly delete	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024

137	Volume II of MSA	Page No 20 of MSA	4.3 Deemed Termination upon Delay: Without prejudice to the provisions of Clauses 4.2 and 4.3, and subject to the provisions of Clause 9.2, the Parties expressly agree that in the event the Appointed Date does not occur, for any reason whatsoever, before 200 (Two Hundred) days from the date of this Agreement or the extended period provided in accordance with this Agreement, all rights, privileges, claims and entitlements of the Service Provider under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Service Provider, and the Agreement shall be deemed to have been terminated by mutual agreement of the Parties. Provided, however, that in the event the delay in occurrence of the Appointed Date is for reasons attributable to the Service Provider, the Performance Security of the Service Provider shall be encashed and appropriated by the Authority as Damages thereof.	4.3 Deemed Termination upon Delay: Without prejudice to the provisions of Clauses 4.2 and 4.3, and subject to the provisions of Clause 9.2, the Parties expressly agree that in the event the Appointed Date does not occur, for any reason whatsoever, before 200 (Two Hundred)400 days from the date of this Agreement or the extended period provided in accordance with this Agreement, all rights, privileges, claims and entitlements of the Service Provider under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Service Provider, and the Agreement shall be deemed to have been terminated by mutual agreement of the Parties. Provided, however, that in the event the delay in occurrence of the Appointed Date is for reasons attributable to the Service Provider, the Performance Security of the Service Provider shall be encashed and appropriated by the Authority as Damages thereof.	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
138	Volume II of MSA	Page No 19 of MSA	4.1.2 The Conditions Precedent required to be satisfied by the Service Provider from the date ofthis Agreement and/or receipt of LOA and prior to the Appointed Date shall be deemed to have been fulfilled when the Service Provider shall have (a) Registered office in Bengaluru city; (b) provided Performance Security to the Authority within 21 (twenty one) days of receipt of the LOA pursuant to Article 9; (c) procured if required for the Service Provider the Right of Way to the Depot Site in accordance with the provisions of Clause 10.3.1; and	The Operator may, upon providing the Performance Security to the Authority in accordance with Article 9, at any time after 15 (fifteen) days from the date of this Agreement or on an earlier day acceptable to the Authority, by notice require the Authority to satisfy the Condition Precedent set forth here within a period of 90 (ninety) days of the notice, and the Condition Precedent required to be satisfied by the Authority prior to the Appointed Date shall be deemed to have been fulfilled when the Authority shall have: (a) procured for the Operator the Right of Way to the Depot Site in accordance with the provisions of Clause 10.3.1; and [(b) procured all Applicable Permits required to be procured by the Authority as specified in Schedule- C, including those relating to environmental protection and conservation of the Site.	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
139	Volume II of MSA	Page No 153 of MCA	Schedule – C: Applicable Permits	Request to consider following permits in Authority scope: a) Permits for Building Plan in accordance with the applicable State Act and by-laws (b) Insurance for Depot, Electrical & Civil Infrastructure and other Authority owned assets related to Agreement (c) Permission of State Government for extraction of boulders from quarry (d) Permission of Pollution Control Board for installation of crushers (e) Permission of State Government for drawing water from nearby river/reservoir (if needed) (f) Permission of State Government for cutting of trees	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024

140	Volume II of MSA	Page No 99 of MSA	27.2 27.2.1 (b) any deposit by the Authority to maintain an amount equivalent to 1 (One) month estimated Fee in the Escrow Account.	Request to consider minimum 2 Months Escrow balance	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
141	Volume II of MSA	Page No 113 of MSA	32.4 Upon Termination for any reason whatsoever, the Authority shall: (a) take possession and control of the Buses and Maintenance Depots forthwith;	Upon Termination for any reason whatsoever, the Authority shall: ~~(a) take possession and control of the Buses and Maintenance Depots forthwith;~~ Request to delete Point (a)	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
142	Volume II of MSA	Page No. 52 of MSA	14.1.4The Authority Representative shall submit an inspection report for each Bus specifying the defects and deficiencies that shall be rectified by the Service Provider in conformity with the Specifications and Standards (the "Punch List"). The Service Provider shall, no later than 15(fifteen) days, rectify each item in the Punch List and notify the Authority of the same. The Authority may, in its discretion, inspect the Bus within 10 (ten) days thereof and in the event that any defect or deficiency specified in the Punch List shall have remained without rectification thereof, the Service Provider shall pay to the Authority as Damages, INR 5,000/- (Indian Rupee Five Thousand) per bus per day of delay until all items of the Punch List are rectified.	14.1.4 The Authority Representative shall submit an inspection report for each Bus specifying the defects and deficiencies that shall be rectified by the Service Provider in conformity with the Specifications and Standards (the "Punch List"). The Service Provider shall, no later than 15(fifteen) days, rectify each item in the Punch List and notify the Authority of the same. The Authority may, in its discretion, inspect the Bus within 10 (ten) days thereof and in the event that any defect or deficiency specified in the Punch List shall have remained without rectification thereof, the Service Provider shall pay to the Authority as Damages, ~~5,000~~ 1,000 per bus per day subject to maximum of Rs. 10,000/- per busof delay until all items of the Punch List are rectified.	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
143	Volume II of MSA	Page No.53 of MCA	14.3 Damages for delay Subject to the provisions of Clause 12.5, if COD does not occur prior to the 91st (ninety first) day/ or as per mutually agreed due date after the approval of prototype of the Buses, unless the delay is on account of reasons solely attributable to the Authority or due to Force Majeure, the Service Provider shall pay Damages to the Authority in a sum calculated at the rate of INR 1500/- (Indian Rupee one thousand five hundred Only) for delay of each day until COD is achieved from the monthly payment to the Service Provider/ Performance Security submitted by them.	14.3 Damages for delay Subject to the provisions of Clause 12.5, if COD does not occur prior to the 91st (ninety first) day/ or as per mutually agreed due date after the approval of prototype of the Buses, unless the delay is on account of reasons solely attributable to the Authority or due to Force Majeure, the Service Provider shall pay Damages to the Authority in a sum calculated at the rate of INR 1500/- (Indian Rupee one thousand five hundred Only) **Subject to max of Rs. 10,000/-**for delay of each day until COD is achieved from the monthly payment to the Service Provider/ Performance Security submitted by them.	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
144	Volume II of MSA	Page No 79 of MSA	20.13 Other Key Performance Indicators to be complied by the Service Provider	20.13 Other Key Performance Indicators to be complied by the Service Provider **Penalty subject to Maximum of Rs. 10,000/- per bus.**	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024

145	Volume II of MSA	Page No 63 of MSA	17.3.3 The Service Provider shall maintain a sufficient inventory of Consumables and Spares for timely repair and maintenance of Buses in conformity with its Maintenance Obligations and shall ensure that upon Termination, hand over such spares and consumables to the Authority with adequate inventory for a period of 6 (six)months.	17.3.4 The Service Provider shall maintain a sufficient inventory of Consumables and Spares for timely repair and maintenance of Buses in conformity with its Maintenance Obligations and shall ensure that upon Termination, hand over such spares and consumables to the Authority **on chargeable basis**~~with adequate inventory~~for a period of 6 (six)months.	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
146	Volume II of MSA	Page No 22 of MSA	5.1.14 Make adequate arrangement for attending to road calls on-line, towing of failed Buses, if required, clearance of bus ways, etc. in least possible time. If failed to resolve the issue within one hour, Rs.500 shall be levied for each break down.	5.1.14 Make adequate arrangement for attending to road calls on-line, towing of failed Buses, if required, clearance of bus ways, etc. in least possible time. If failed to resolve the issue within **six**hour, Rs.500 shall be levied for each break down.	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
M/s. OHM Global Mobility Private Limited,					
147	Volume I / Section 1 Clause No 3	1	Last date and time for submission of Proposal through e-portal: 05.02.2024 at 17:30 hrs.	Request to provide 14 days' time for bid submission from the date of release of pre-bid corrigendum.	The tender submission last date is on 5.2.2024
148	Volume I / Section 1/ General Clause No.1.4	6	A total of 03 (three) depots and 03 (three) locations for opportunity charging will be provided by the authority for operations of 120 Non AC, 9 mtr, 900mm floor height electric bus.	Request Authority to clarify the following: 1. Location of 3 depots and 3 opportunity charging locations and no. of chargers required at the opportunity charging locations. 2. Upstream infrastructure at the opportunity charging locations	The detials will be shared to suceesfull bidder
149	Volume I / Section 2 Clause No. 13.5 – Financial Proposal	13	While preparing the Financial Proposal, Bidders shall take into account the requirements and conditions of the RFP Document. The Bidder should quote per kilometer rate inclusive of electricity cost (including fixed charges, cess, surcharge taxes & other charges levied by BESCOMS time to time on account of charging of the buses). The other parameters i.e. cost of bus, cost of battery, cost of one charger and cost of electric infrastructure per depot has to be scanned and uploaded along with the technical bid as per Annexure-13.	The electricity cost considered is inclusive of current Energy Charges, Demand charges, FPPPA (Fuel & Power Purchase Price Adjustment) Charges & Electricity Tax. Any increase/decrease in the FPPPA cost also to be considered while revised the rates on account of electricity charges.	Adhere to tender Condition, Pl refer the tender document uploaded on 05.01.2024
150	Volume I / Section 2& Volume 3 Clause No. 23. PERFORMANCE SECURITY& 9.1.1	V II - 17 V3 –39 of 212	22.1 The Successful Bidder shall furnish, within twenty-one (21) days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee (BG) from a Nationalized Bank or Scheduled Bank, for an amount of 5% of the contract value covering performance obligations and valid for a period of 90 days beyond the date of completion of the contract period.	22.1 The Successful Bidder shall furnish, within twenty-one (21) days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee (BG) from a Nationalized Bank or Scheduled Bank, for an amount of ~~5% of the contract value~~**Rs. 50,000 per Bus**covering performance obligations and valid for a period of 2 years initially. BG will be renewed every 2 years till the completion of the contract period.	Adhere to tender Condition, Pl refer the tender document uploaded on 05.01.2024

151	Volume I / Section 2 & Volume 3 Clause No. 23. PERFORMANCE SECURITY & 9.1.2	V II - 18 V3 – 39 of 212	23.2 BMTC will be providing a subsidy of Rs. 15,00,000/- (Indian Rupees fifteen lakh only) per bus to the successful bidder. The BG shall be furnished for an amount equivalent towards subsidy given by BMTC per bus towards Subsidy Performance Security (as and when released by BMTC), valid for a period of 5 (five) years from the date of submission of BG.	Request to consider 20% reduction year on year on the Subsidy Performance Security	Adhere to tender Condition, Pl refer the tender document uploaded on 05.01.2024
152	Volume I /Section 3 Annexure 13 - Adherence to terms and conditions:	41	3. We agree to furnish Security Deposit as per terms and conditions within 10 days from the date of issue of Letter of Intent. We agree to extend the validity of the Bank Guarantee/Security deposit unconditionally incase needed as per the requirement of BMTC	Request amendment. As per clause 23, Performance security, the bidder has to submit the Security deposit within 21 days from LOI.	The Performance security is to be furnished within 21 days from the date of LOA
153	Volume II Technical Specifications for 9m single decker buses	2	4. VI. Charging Time: 2 hours- overnight charging	VI. Charging Time: 3 hours- overnight charging	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
154	Volume II 12. Charging Range	3	The battery shall have capacity to operate 120 kms in single charge at 80% SOC and opportunity charging of 45 minutes with assured kms of 250km per day	The battery shall have capacity to operate 120 kms in single charge at 80% SOC **as per AIS 040** and opportunity charging of 4560 minutes **(Depot In & Depot Out)** with assured kms of 180 kms per day	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
155	Volume II clause No. 13.1 - A	4	Overall length (excluding bumper): 8400-9500 mm	Overall length (excluding bumper): 8800-9500 mm	Agreed
156	Volume II Clause No. 15.5 – D	5	Glassthickness: 4.8-5.3mm	Toughened glass IS:2553 (Part-2) 2019 latest revision. Thickness = 6 mm, 4.93-6.00 mm	Agreed
157	Volume II Clause No. 15.5 – e	5	ToughenedasperIS:2553(Part-2)–1992/latest of4.8-5.3mmthickness		
158	Volume II Clause No. 15.6 - A	7	Minimum seating capacity: 33 numbers for Midi (9-meter) bus excluding driver and space for one wheelchair with provision for seat belt, wheelchair anchorage, stoppers etc. Location of wheelchair space shall be clearly highlighted and be visible using the standard symbols for wheel chair accessibility.	Request to clarifythe seating capacity and requirement of Wheelchair in the 900mm floor height bus. Option 1: 28+WC+D, we can provide wheelchair with Hydraulic lift arrangement. Option 2: 34+D without wheelchair& hydraulic lift arrangement. Ramp arrangement for a 900mm floor height bus will not be suitable.	Wheel chair lift is deleted - all other terms remains unaltered

159	Volume II Clause No.41	10	Hooter: As per AIS-052/ UBS-II/CMVR be provided	Kindly request you to delete this requirement since it is not required for Type-I Buses	Adhere to tender Condition, Pl refer the tender document uploaded on 05.01.2024
160	Volume II Clause No. Note: XI	18	XI. Bus manufacturer needs to provide lifetime warranty for the battery, electric motor, and controller. Smaller repairs had to be resolved in six hours while system faults with battery, electric motor and controller have to be corrected within 48 hours. **The warranty alsorequires the manufacturers to replace batteries when the state of charge (SOC) falls below 80 percent.**	Kindly request you to delete this requirement. Batteries will be replaced	Agreed
161	Volume III Clause No. 4.1 Conditions Precedent	Page 19 of 212	4.1.2 (a) Registered office in Bengaluru city;	4.1.2 (a) Registered/Branch office in Bengaluru city;	Adhere to tender Condition, Pl refer the tender document uploaded on 05.01.2024
162	Volume III 4.1 Clause No. Conditions Precedent	Page 19 of 212	4.1.2 (c) procured if required for the Service Provider the Right of Way to the Depot Site in accordance with the provisions of Clause 10.3.1; and	Kindly request you to consider "Procuring Right of Way to Depot site" shall be in the scope of the Authority.	Adhere to tender Condition, Pl refer the tender document uploaded on 05.01.2024
163	Volume III Clause No. 4.1.3Conditi ons Precedent	Page 19 of 212	~~(e) delivered to the Authority 3 (three) true copies of the~~ Financial Package and the Financial Model, duly attested by a Director of the Service Provider, along with 3 (three) soft copies of the Financial Model in MS Excel version or any substitute thereof, which is acceptable to the Senior Lenders;	(f) delivered to the Authority 3 (three) true copies of the Financial Package and the Financial Model, duly attested by a Director of the Service Provider, along with 3 (three) soft copies of the Financial Model in MS Excel version or any substitute thereof, which is acceptable to the Senior Lenders; **and, if applicable, 3 (three) true copies of the Bus Lease Agreement(s)** **(j) and where the Buses are procured by the Service Provider under a lease, execution of a Bus Lease Agreements with the Lessor"**	Adhere to tender Condition, Pl refer the tender document uploaded on 05.01.2024
164	Volume III Clause No. 4.2 Damages for Delay by the Service Provider	Page 20 of 212	In the event that (i) the Service Provider does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.3 within the period specified in that Clause ,and (ii) the delay has not occurred as a result of breach of this Agreement by the Authority or due to Force Majeure, the Service Provider shall pay to the Authority Damages in an amount calculated at the rate of 0.25% (zero point two five percent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum amount equal to the Bid Security, and upon reaching such maximum,	In the event that (i) the Service Provider does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.3 within the period specified in that Clause ,and (ii) the delay has not occurred as a result of breach of this Agreement by the Authority or due to Force Majeure, the Service Provider shall pay to the Authority Damages in an amount calculated at the rate of ~~0.25%~~ 0.1 (zero point ~~two~~ ~~five~~one percent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum amount equal to the Bid Security, and upon reaching such maximum,	Adhere to tender Condition, Pl refer the tender document uploaded on 05.01.2024

				Below Clause to be added: (a) In the event that the Authority does not procure fulfilment or waiver of the Conditions Precedent set forth in the Agreement, or, within the time period specified for the fulfilment of such Condition Precedent, the Authority shall pay to the Service Provider Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum of 20% (twenty per cent) of the Performance Security. If the Authority delays in fulfilling its Conditions Precedent such that the cap on Damages set out herein is breached, then the Authority may continue to pay the Service Provider Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each additional day's delay and if the Authority fails to pay such Damages, the Service Provider may, in its sole discretion, terminate the Agreement. Provided that in the event of a delay by the Service Provider in procuring fulfilment of any of its Conditions Precedent specified in Clause 4.1.3 and where such delay impacts the Authority's ability to fulfil any of its Conditions Precedents, no Damages shall be due or payable by the Authority under this Clause 4.5 until the date on which the Service Provider shall have procured fulfilment of the relevant Conditions Precedent specified in Clause 4.1.3.	
165	Volume III Clause No. 4.4 Damages for delay by the Authority	Page 20 of 212			Not Agreed
166	Volume III Clause No. Article 5	Page 22 of 212	5.1.14 Make adequate arrangement for attending to road calls on-line, towing of failed Buses, if required, clearance of bus ways, etc. in least possible time. If failed to resolve the issue within one hour, Rs.500 shall be levied for each break down.	Request amendment. 5.1.14 Make adequate arrangement for attending to road calls on-line, towing of failed Buses, if required, clearance of bus ways, etc. in least possible time.	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
167	Volume III Clause No. 5.2 Obligations relating to Project Agreements	Page 25 of 212	5.2.5 The Service Provider shall procure that each of the Project Agreements contains provisions that entitle the Authority to step into such agreement, in its sole discretion, in substitution of the Service Provider in the event of Termination or Suspension (the "Covenant"). For the avoidance of doubt, it is expressly agreed that in the event the Authority does not exercise such rights of substitution within a period not exceeding 90 (ninety) days from the Transfer Date, the Project Agreements shall be deemed to cease to be in force and effect on the Transfer Date without any liability whatsoever on the Authority and the Covenant shall expressly provide for such eventuality. The Service Provider expressly agrees to include the Covenant in all its Project.	5.2.5 The Service Provider shall procure that each of the Project Agreements **or Bus Lease Agreements** contains provisions that entitle the Authority to step into such agreement, in its sole discretion, in substitution of the Service Provider in the event of Termination or Suspension (the "Covenant"). For the avoidance of doubt, it is expressly agreed that in the event the Authority does not exercise such rights of substitution within a period not exceeding 90 (ninety) days from the Transfer Date, the Project Agreements shall be deemed to cease to be in force and effect on the Transfer Date without any liability whatsoever on the Authority and the Covenant shall expressly provide for such eventuality. The Service Provider expressly agrees to include the Covenant in all its Project.	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024

168	Volume III Article 5	Page 31 of 212	5.4.2 Any and all advertisement on the Buses would be the sole discretion of the **Authority** during the period of the Contract. The placement of all the advertisement shall be the decision of Authority. **The revenue generated through advertisement shall be property of Authority.**	Any and all advertisement on the Buses would be the sole discretion of the **service provider** during the period of the Contract. The placement of all the advertisement shall be the decision of Authority. **The revenue generated through advertisement shall be property of service provider.**	The revenue generated through advertisement shall be prerogative of service provider.
169	Volume III Clause No. 5.10Obligations relating to charging infrastructure	Page 31 of 212	5.10.1 The Service Provider agrees that it shall provide for charging infrastructure at the designated Maintenance Depots/Opportunity charging locations and numbers as per the operational plan with mutual consent depending upon the operation of buses and shall provide adequate infrastructure for metering of consumption of electricity at each of the individual charging stations. The Service Provider agrees that it shall ensure that the charging stations installed at the Maintenance Depots are used only for the purpose of charging of Buses deployed for the Project and no other purpose whatsoever.	Request Authority to share the details tentative Bus Route Schedule and locations of opportunity charging locations to arrive accurate Peak load demand/No. of Chargers at each of these opportunity charging locations.	The Service Provider should provide opportunity charging at 3 (Three) locations approximately with 6 chargers
170	Volume III Clause No. 5.10 Obligations relating to charging infrastructure	Page 31 of 212	5.10.2 The Service Provider agrees that it is also responsible for providing the charging infrastructure at any third party locations that maybe required by them to ensure that the Buses deployed, operate for a minimum of 250 Kms per day. **The Service Provider shall undertake the design, engineering, procurement, construction and operation of charging infrastructure and upstream power connectivity, etc.** The Authority assist the Service Provider in undertaking any permissions, permits, etc., as the case maybe, but is not responsible or guarantee in anyway whatsoever for such support and approval from time to time. Existing depots will be provided to service provider as is where is condition and BMTC will be providing 11KV line up to depot gate.	The Authority should provide Upstream Power Connection up to 11kv line till the Depot Premises (including any Depots) and Service Provider will be responsible for only Downstream Infrastructure within the Depot premises	Existing depots will be provided to service provider as is where is condition and BMTC will be providing 11KV line up to Metering Cubicle near depot gate
Automo	Volume III Clause No. 13.2 Ownership of Buses	Page 48 of 212	The Service Provider agrees that it shall be solely responsible for procurement of Buses. Subject to the terms of this Agreement, the Parties agree that during the Contract Period, ownership of Buses shall remain with the Service Provider and the Service Provider shall cause all Buses to be registered in the name of the Service Provider and the Authority shall not exercise any right, title, or interest over any of the Buses, subject to the terms of this Agreement.	The Service Provider agrees that it shall be solely responsible for procurement of Buses. Subject to the terms of this Agreement, the Parties agree that during the Contract Period, ownership of Buses shall remain with the Service Provider and the Service Provider shall cause all Buses to be registered in the name of the Service Provider and the Authority shall not exercise any right, title, or interest over any of the Buses, subject to the terms of this Agreement, **unless provided otherwise under the terms of this Agreement. The Service Provider shall have the right to lease the Buses required to be provided under this Agreement under the Bus Lease Agreements on terms that are consistent with this Agreement. In instances where the Buses are leased to the Service Provider or the Financier, then the Ownership and Registration of the Buses shall be in the name of the Lessor.**	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024

172	13.4 Prototype	Page 48 of 212	13.4.1 The Service Provider shall, no later than **30 days from the date of issue of LoA,** provide to the Authority 3 (three) copies of the Designs and Drawings of the Prototypes, as specified in Schedule-F. The Service Provider shall also share homologation certificate and any propriety information forming part of Designs and Drawings of the bus during Prototype inspection	13.4.1 The Service Provider shall, no later than ~~30~~**90 days from the date of issue of LoA,** provide to the Authority 3 (three) copies of the Designs and Drawings of the Prototypes, as specified in Schedule-F. The Service Provider shall also share homologation certificate and any propriety information forming part of Designs and Drawings of the bus during Prototype inspection	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
173	Volume III Clause No. 13.6 Supply of Prototype	Page 49 of 212	13.6.1 The Service Provider shall, no later than 60 (thirty) days or as per the mutually agreed delivery schedule from the Appointed Date, supply a Prototype bus (ensuring registration formalities are completed) and demonstrate to the Authority, tests and trials to be conducted in accordance with the provisions of Clause13.4.	13.6.1 The Service Provider shall, no later than **120 (One Hundred and Twenty)** days or as per the mutually agreed delivery schedule from the Appointed Date, supply a Prototype bus (ensuring registration formalities are completed) and demonstrate to the Authority, tests and trials to be conducted in accordance with the provisions of Clause13.4.	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
174	Volume III Clause No. 13.6 Supply of Prototype	Page 49 of 212	13.6.2 In the event that the Service Provider fails to supply the Prototype bus within the period specified in Clause 13.4.1, the Authority may recover from the Service Provider an amount of **INR 25,000/- excluding applicable taxes per day from the Performance Security** as Damages or part thereof, by which the delivery of the Prototype is delayed, provided that such Damages shall not exceed 10% (ten percent) of the Performance Security	In the event that the Service Provider fails to supply the Prototype bus within the period specified in Clause 13.4.1, the Authority may recover from the Service Provider an amount of **INR 5,000/- excluding applicable taxes per day from the Performance Security** as Damages or part thereof, by which the delivery of the Prototype is delayed, provided that such Damages shall not exceed 10% (ten percent) of the Performance Security	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
175	Volume III Clause No. 16.8.7	Page 61 of 212	The revenue generated through advertisement shall be **property of Authority**	The revenue generated through advertisement shall be **property of the service provider.**	The revenue generated through advertisement on buses shall be prerogative of the service provider.
176	Volume III Article 17	Page 61 of 212	17.1.3 The service provider shall conduct training on maintenance activities of electric buses for authority's staff **as decided by the authority**	The service provider shall conduct training on maintenance activities of electric buses for authority's staff **as per mutually agreed schedule**	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
177	Volume III Article 17	Page69 of212		1. Request Authority to provide Driver rest rooms at Opportunity Charging Locations for the buses coming in for Night Parking. 2. Request Authority to provide dedicated depots for EV Bus operations to avoid complications in sharing with other service providers.	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024

178	Volume III Article 17	Page69 of212		Along with the space for Charing & Parking of buses, the Maintenance depot to be handed over by authority will also consist of. a) RCC Flooring b) Boundary compound wall c) Exit/Entry Gate d) Sufficient No. Service Pits/depot. e) Sufficient Covered Maintenance Bays/depot f) Washing Bays including sufficient No. of Bus washers/depot. g) Office room spaces. h) Storerooms spaces. i) Common Toilets	The operational depot will be handed over as is where is basis
179	Volume III Clause No. 17.25.4	Page69 of212	The Authority shall provide 11 KV (Eleven kilo volt), 3-phase connection for charging of Buses. The required up-stream power depending upon charging of buses will be provided by the Authority at the depots/bus stands earmarked for operation of electric buses. Subject to Clause 5.2, supply of electricity and water at the Maintenance Depots shall be procured by the Service Provider at its own expense and the Service Provider shall provide for a sub- station for step-up and step-down of power within the Maintenance Depots. It is clarified that the distribution of power for the purpose of charging Buses shall be arranged by the Service Provider, and it shall procure Applicable Permits for the same.	Request Authority to support depotwise in 11kV Electricity meter connection 'name change' (from BMTC) to Service Provider's name inorder to bring in the Renewable Energy for eBus Charging. This is to ensure the Project has Zero Carbon Footprint.	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
180	Volume III Clause No. 21.1Financial Close	Page 84 of 212	21.1.2 The Service Provider shall, upon occurrence of Financial Close, notify the Authority forthwith, and shall have provided to the Authority, at least 2 (two) days prior to the Financial Close, 3 (three) true copies of the Financial Package and the Financial Model, duly attested by a Director of the Service Provider, along with 3 (three) soft copies of the Financial Model in MS Excel version or any substitute thereof, which is acceptable to the Senior Lenders.	21.1.2 The Service Provider shall, upon occurrence of Financial Close, notify the Authority forthwith, and shall have provided to the Authority, at least 2 (two) days prior to the Financial Close, 3 (three) true copies of the Financial Package and the Financial Model, duly attested by a Director of the Service Provider, along with 3 (three) soft copies of the Financial Model in MS Excel version or any substitute thereof, which is acceptable to the Senior Lenders **and if applicable, 3 (three) true copies of the Bus Lease Agreement(s).**	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
181	Volume III Clause No. Article 22	Page 85 of 212	Fee	Request to include Payment security mechanism	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024

182	Volume III 22.3 Payment of Fee	Page 86 of 212	22.3.2 The Authority shall within a period of 30 (thirty) days from receipt of the invoice, subject to verification of the invoice against the records that it has in relation to the Bus Service, Fine to be levied by the Authority as per Key Performance Indicators defined in Article 20 and submission of proof of payments towards PF and ESI make the payments. All payments shall be made by the Authority to the Service Provider after making applicable deductions such as penalties and any tax at source under Applicable Law.	Kindly request you to make payment within 15days of receipt of Invoice	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
183	Volume III Clause No. 22.5 Payment for underutilized kilometre	Page 87 of 212	22.5.1 If the actual Bus Kilometres is below the assured utilization over a period of six months, then the payment for any underutilized kilometres shall be calculated on the following basis: Payment for underutilized kilometres: **= [(Assured km of all contracted buses for the six-month period – Actual bus kilometres operated by all available fleet during the relevant period of six calendar months) X PK Fee X 0.5]**	22.5.1 If the actual Bus Kilometres is below the assured utilization over a period of six months, then the payment for any underutilized kilometres shall be calculated on the following basis: Payment for underutilized kilometres: **= [(Assured km of all contracted buses for the six month period – Actual bus kilometres operated by all available fleet during the relevant period of six calendar months) X PK Fee X 1.0]**	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
184	Volume III Clause No. 22.6 Payment for Excess kilometre	Page 88 of 212	Payment for excess kilometer = [(Actual kilometers Operated by all available buses within contracted buses for the six-month period– (Assured km of all contracted buses for the six-month period)) X PK Fee X 0.5]	Payment for excess kilometre = [(Actual kilometres Operated by all available buses within contracted buses for the six-month period– (Assured km of all contracted buses for the six month period)) X PK Fee X 0.75]	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
185	Volume III Clause No. 22.7 Revision of Fee	Page 88 of 212	22.7.1 The Basic Quoted Rate per kilometer for Hiring of Electric AC Buses will be revised annually @ **1.0% of Basic Quoted Rate from 3rd year of the date of COD** throughout the contractual period to accommodate price escalation on account of cost of maintenance, material and manpower. **However, for the first two years, there will be no revision for Hiring Charges** and any increase in electricity tariff will be borne by Authority only until 1.3 kwh/km and if reduction in electric city tariff will be passed on to Authority.	22.7.1 The Basic Quoted Rate per kilometer for Hiring of Electric AC Buses will be revised annually @**2.0% of Basic Quoted Rate from 2nd year of the date of COD** throughout the contractual period to accommodate price escalation on account of cost of maintenance, material and manpower. However, **for the first one year,** there will be no revision for Hiring Charges and **any increase in electricity tariff inclusive of energy charges, demand charges FPPPA (Fuel and power purchase price adjustment)**will be borne by Authority only until 1.3 kwh/km and if reduction in electric city tariff will be passed on to Authority.	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
186	Volume III Clause No. 27.1 Escrow Account	Page 97 of 212	27.1.3 The Authority shall throughout the Contract Period maintain in the Escrow Account, estimated Fee payable to the Service Provider as a revolving fund and for this purpose, the Authority shall replenish with its own resources, any deficit that may arise in maintaining such balance of funds	27.1.3 The Authority shall throughout the Contract Period maintain in the Escrow Account, **3 (Three) months**estimated Fee payable to the Service Provider as a revolving fund and for this purpose, the Authority shall replenish with its own resources, any deficit that may arise in maintaining such balance of funds	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024

187	Volume III Clause No. 32.1 Termination for Service Provider Default	Page 111 of 212	32.1.2 Without prejudice to any other rights or remedies which the Authority may have under this Agreement, upon occurrence of an Service Provider Default, the Authority shall be entitled to terminate this Agreement by issuing a Termination Notice to the Service Provider; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Service Provider of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Service Provider to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice subject to the provisions of Clause31.4.	32.1.2 Without prejudice to any other rights or remedies which the Authority may have under this Agreement, upon occurrence of an Service Provider Default, the Authority shall be entitled to terminate this Agreement by issuing a Termination Notice to the Service Provider **under a lease, termination of the Bus Lease Agreement(s);** provided that before issuing the Termination Notice, the Authority shall by a notice inform the Service Provider of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Service Provider to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice subject to the provisions of Clause31.4.	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
188	Volume III Clause No. 32.3.2 In case of Service Provider Default	Page 112 of 212	Upon Termination on account of successful bidder Default during the Contract Period, the Authority shall pay to the successful bidder by way of Termination Payment, an amount equal to: 90% (ninety per cent) of the Debt Due less Insurance Cover;	Upon Termination on account of successful bidder Default during the Contract Period, the Authority shall pay to the successful bidder by way of Termination Payment, an amount equal to: 90% (ninety per cent) of the Debt Due **including Lease Amounts** less Insurance Cover;	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
189	Volume III Clause No. 32.3.3 In case of authority Default	Page 112 of 212	Upon Termination on account of BMTC Default, the BMTC shall pay to the successful bidder, by way of Termination Payment, an amount equal to: (a) Debt Due (b) 115% (one hundred and fifteen per cent) of the Adjusted Equity; and	Upon Termination on account of BMTC Default, the BMTC shall pay to the successful bidder, by way of Termination Payment, an amount equal to: (a) Debt Due **including Lease Amounts** (b) **150%** (one hundred and fifteen per cent) of the Adjusted Equity; and	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024

190	Volume III Clause No. 35.2 Permitted assignment and charges	Page 119 of 212	The restraints set forth in Clause 35.1 shall not apply to: (a) liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Service Provider; (b) mortgages/pledges/hypothecation of goods/assets, and their related documents of title, arising or created in the ordinary course of business of the Service Provider, and as security only for indebtedness to the Senior Lenders under the Financing Agreements and/or for working capital arrangements for the Project; (c) assignment of rights, interest and obligations of the Service Provider to or in favour of the Lenders' Representative as nominee and for the benefit the Senior Lenders, to the extent covered by an in accordance with the Substitution Agreement as security for financing provided by the Senior Lenders under the Financing Agreements; and (d) liens or encumbrances required by any Applicable Law. (e) Subcontracting of specific tasks.	The restraints set forth in Clause 35.1 shall not apply to: (a) liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Service Provider; (b) mortgages/pledges/hypothecation of goods/assets, and their related documents of title, arising or created in the ordinary course of business of the Service Provider, and as security only for indebtedness to the Senior Lenders under the Financing Agreements and/or for working capital arrangements for the Project; (c) assignment of rights, interest and obligations of the Service Provider to or in favour of the Lenders' Representative as nominee and for the benefit the Senior Lenders, to the extent covered by an in accordance with the Substitution Agreement as security for financing provided by the Senior Lenders under the Financing Agreements; and (d) liens or encumbrances required by any Applicable Law. (e) Subcontracting of specific tasks. (g) **retention of title and ownership of the Buses by the Lessors, if any;** **(h) any assignment of Insurance Policy in favour of Lenders as per the Financing Agreements.**	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
191	Volume III ARTICLE 43 DEFINITIONS	Page 122 of 212		**Request for adding of below Definition:** **"Bus Lease Agreement" means the agreement entered into between the Operator and a Lessor for leasing of the Buses to be supplied to the Authority in accordance with this Agreement.**	Not Agreed

192	Volume III ARTICLE 43 DEFINITIONS	Page 136 of 212	**"Debt Due"** means the aggregate of the following sums expressed in Indian Rupees outstanding on the Handover Date: (a) the principal amount of the debt provided by the Senior Lenders under the Financing Agreements for financing the Total Project Cost (the "principal") but excluding any part of the principal that had fallen due for repayment two years prior to the Handover Date; (b) all accrued interest, financing fees and charges payable under the Financing Agreements on, or in respect of, the debt referred to in Sub-clause (a) above until the Handover Date but excluding (i) any interest, fees or charges that had fallen due one year prior to the Handover Date, (ii) any penal interest or charges payable under the Financing Agreements to any Senior Lender, and (iii) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to Authority Default; and (c) any Subordinated Debt which is included in the Financial Package and disbursed by lenders for financing the Total Project Cost;	**"Debt Due"** means the aggregate of the following sums expressed in Indian Rupees outstanding on the Handover Date: (a) the principal amount of the debt provided by the Senior Lenders under the Financing Agreements for financing the Total Project Cost (the "principal") but excluding any part of the principal that had fallen due for repayment two years prior to the Handover Date; (b) all accrued interest, financing fees and charges payable under the Financing Agreements on, or in respect of, the debt referred to in Sub-clause (a) above until the Handover Date but excluding (i) any interest, fees or charges that had fallen due one year prior to the Handover Date, (ii) any penal interest or charges payable under the Financing Agreements to any Senior Lender, and (iii) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to Authority Default; and (c) any Subordinated Debt which is included in the Financial Package and disbursed by lenders for financing the Total Project Cost; (d) any debt provided by the Senior Lenders in connection with any bank guarantees submitted by the Operator to the Authority or the Program Manager pursuant to any Subsidy or Government Fiscal Assistance received by the Operator, to the extent that such bank guarantees have been called and become funded. (e) if the Buses are leased by the Operator, then the lease rentals for the shorter of: (i) the remaining term of the Bus Lease Agreement(s); and (ii) the balance Contract Period.	Adhere to Tender Condition, PI refer the tender document uploaded on 05.01.2024
193	Volume III ARTICLE 43 DEFINITIONS	Page 137 of 212	**"Debt Service"** means the sum of all payments on account of principal, interest, financing fees and charges due and payable in an Accounting Year to the Senior Lenders under the Financing Agreements;	**"Debt Service"** means the sum of all payments on account of principal, interest, financing fees and charges, **Bus Lease rentals** due and payable in an Accounting Year to the Senior Lenders, **as the case may be, for and in respect of Debt Due** under the Financing Agreements **or under the Bus Lease Agreement(s), as the case may be;**	Adhere to Tender Condition, PI refer the tender document uploaded on 05.01.2024
194	Volume III Schedule G	Page 157 of 212	Sr. No. Number of Buses Activity Timeline 1 - Release of Order = M 2 01 Prototype delivery of bus = M+ 60 days ~~3 119 Delivery of 100% of tendered vehicles = M+180~~ days	Sr. No. Number of Buses Activity Timeline 1 - **Signing of Agreement** = M 2 01 Prototype delivery of bus = M+ 120 days ~~3 119 Delivery of 100% of tendered vehicles Within 180 days from Prototype approval.~~	
195	Volume III Schedule L	Page 171 of 212	MAINTENANCE DEPOTS EQUIPMENT: (This is in addition to the specific equipment's required for electric buses)	MAINTENANCE DEPOTS EQUIPMENT (The maintenance depot equipment specified is only indicative and all equipment will be finalized based on the list recommended by OEM & service providers for bus O&M)	Adhere to Tender Condition, PI refer the tender document uploaded on 05.01.2024
			PMI		
196	Clause No 23	- Page no 17 of Volume 1	The Successful Bidder shall furnish, within twenty one (21) days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee (BG) from a Nationalized Bank or Scheduled Bank, for an amount of 5% of the contract value covering performance obligations and valid for a period of 90 days beyond the date of completion of the contract period	The Successful Bidder shall furnish, within twenty one (21) days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee (BG) from a Nationalized Bank or Scheduled Bank, for an amount of **3% of the contract value** covering performance obligations and valid for a period of 90 days beyond the date of completion of the contract period	Adhere to Tender Condition, PI refer the tender document uploaded on 05.01.2024

197	Article 13	Page No 49 of Volume 2	The Service Provider shall, no later than 60 (sixty) days or as per the mutually agreed delivery schedule	The Service Provider shall, no later than **90 (Ninety) days** or as per the mutually agreed delivery schedule	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
198	Article 13	Page No 50 of Volume 2	Delay in Supply of Buses 13.9.1 In the event the Service Provider is unable to supply any Bus as per this Article 13, for reasons not attributable to the Authority the Service Provider shall pay Damages of INR 1500/- (Indian Rupee one thousand five hundred only) plus applicable taxes for each day of delay for each Bus	Delay in Supply of Buses 13.9.1 In the event the Service Provider is unable to supply any Bus as per this Article 13, for reasons not attributable to the Authority the Service Provider shall pay Damages of INR 1500/- (Indian Rupee one thousand five hundred only) plus applicable taxes for each day of delay for each Bus . **such Penalty is capped at maximum Rs.30,000 per Bus**	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
199	Article 22	Page No 86 of Volume 2	Payment of fees The Authority shall within a period of 30 (thirty) days from receipt of the invoice, subject to verification of the invoice against the records that it has in relation to the Bus Service, Fine to be levied by the Authority as per Key Performance Indicators defined in Article 20 and submission of proof of payments towards PF and ESI make the payments.	Payment of fees The Authority shall within a period of **15(fifteen) days from receipt of the invoice,** subject to verification of the invoice against the records that it has in relation to the Bus Service, Fine to be levied by the Authority as per Key Performance Indicators defined in Article 20 and submission of proof of payments towards PF and ESI make the payments.	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
200	Schedule G	Page No 160 of Volume 2	Procurement Schedule Release of Order - M Prototype delivery of buses - M+60 Days Delivery of 100% of Tendered Vehicles - M + 180 Days	Procurement Schedule Release of Order - M Prototype delivery of buses - **M+90 Days** Delivery of 100% of Tendered Vehicles - **M + 270 Days**	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
201	Volume III - Point No 14 (A)		Service Doors One service door at front door before the front axle as per AIS 052 and one service door at center between the axle of 1200 mm wide clear aperture shall be fitted at middle nearside of the bus as per provisions of the AIS 052(Bus Code) for Type I, SDX category. Door aperture without flaps shall be 1200 mm min., fully opened clear door width shall be 1050 mm ± 50 mm with door height of 1900 mm min.	Existing clear middle door aperture is 1050 mm Fully opened clear door width is 850 mm.	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
202	Volume III - Point No 15.6 (A)		Minimum Seating Capacity 33 numbers for Midi (9- meter) bus excluding driver and space for one wheelchair with provision for seat belt, wheelchair anchorage, stoppers etc. Location of wheel chair space shall be clearly highlighted and be visible using the standard symbols for wheel chair accessibility.	As it is high floor bus, wheel chair provision is not mandatory. High floor bus is also not compatible for easy accessibility for wheel chair. > Seating capacity 30+D	Wheel chair lift is deleted - all other terms remains unaltered

203	Volume III - Point No 16.2		Conductor Cross Section cross- section varying as per circuit requirements, minimum cross- section 0.5 sq. mm. Quality marking may also be as per equivalent or better European, Japanese, US standards, Conforming to IP 67 water& air tight for traction battery. For Bus Body Building Multiplex wiring /ISO 6722	Kindly confirm that IP 67 required for multiplexing device or wiring harness.	As per OEM design and CMVR
204	Volume III - Point No 17.14		Towing Device Front/Rear Heavy duty 1.2 times (minimum) the kerb weight of the bus with 30o of the longitudinal axis of the bus. As per CMVR & IS 9760- Ring Type	Towing device Can only be provided at front side of the vehicle	Agreed
205	Volume III - Point No 51		MNVR Specification - Transmission and Remote Monitoring of 'Video surveillance' data Transmission Settings: Always On, SMS /Telephone Snapshot at configurable frequency Alarm (via I/0 input e.g. Emergency Button, Emergency Door Open,) Snapshot Estimated data/ Camera WD1, Quality 1=65KB CIF, Quality 4= 9KB	Remote monitoring, video surveillance not possible with SMS/telephone	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
206	Volume III - Point No 51		Health Parameters over 3G/4G SMS all Camera and sending alert to server mail and SMS to preconfigured contacts .	Communication of Alert will be send only on server	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
AEROEAGLE Automobiles Pvt Ltd.,					
207	Volume I, pt 1.4	6	A total of 03 (three) depots and 03 (three) locations for opportunity charging will be provided by the authority for operations of 120 Non AC, 9 mtr, 900mm floor height electric bus.	The Authority requested to declare names and locations of Depots and **opportunity charging to be provided.**	The depots names has been provided in the RFP-I of the tender document. The Service Provider should provide opportunity charging at 3 (Three) locations with approximately 6 chargers
208	pt 1.7	7	All buses under the Scheme would be operating under a common brand, referred as "BMTC" and/or any name as approved by the Authority. All the buses shall be provided with branding and graphics finalised by the Authority	The Authority to give branding and graphics design prior to bidding process in **order to get the idea for calculating financial quote.**	The details will be shared to the successful bidder

209	pt 4-1	9	4. ELIGIBILITY OF THE BIDDERS: 1. The bidder should be OEM i.e registered electric bus manufacturer or subsidiary or associate to OEM or parent entity in India and OEM should have manufacturing facility in India. Should submit Copy of Certificate of Incorporation/ Certificate obtained as per the Companies Act and relevant certificates.	4. ELIGIBILITY OF THE BIDDERS: 1. The bidder should be OEM i.e registered electric bus manufacturer or subsidiary or associate to OEM or parent entity in India and OEM should have manufacturing facility in India. ~~Should submit Copy of Certificate of Incorporation/ Certificate obtained as per the Companies Act and relevant certificates.~~ Bidder should have applied for getting type approval of any type of bus and should submit the copy of application letter.	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
210	pt 4-2	9	2. Should have manufactured 80% of the tendered quantity i.e., 96 Nos buses of any electric bus model, cumulative in the last three financial years i.e., 2020-21, 2021-22 & 2022-23. Should submit copies of Invoices/Delivery Completion certificates	2. Should have ~~manufactured~~ **received LOA/ supply order** of 80% of the tendered quantity i.e., 96 Nos buses of any electric bus model, cumulative in the last three financial years i.e., 2020-21, 2021-22 & 2022-23. Should submit copies of Invoices/Delivery Completion certificates. LOA /supply order.	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
211	pt 4-3	9	3. OEM Should have completed testing and certification requirement under Central Motor Vehicle Rules-1989 (CMVR) of at least one (1) Midi or standard electric bus (100% battery operated) from the designated testing center in India i.e., CMVR type approval, homologation certificate. Should submit copy of the type approval/ homologation Certificate issued by authorized testing agencies under rule 126 of CMVR along with the bid. The type approval certificate of the offered model to be submitted during proto type bus inspection.	3. OEM Should have ~~completed~~ **applied for getting** testing and certification requirement under Central Motor Vehicle Rules-1989 (CMVR) of at least one (1) Midi or standard electric bus (100% battery operated) from the designated testing center in India ~~i.e., CMVR type approval, homologation certificate.~~ Should submit copy of the type approval/ homologation Certificate / **letter of application given to authorized testing agencies along with the bid.** The type approval certificate of the offered model to be submitted during proto type bus inspection.	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
212	pt 4-4	9	4. The bidder should have a Minimum Average Annual Turnover of not less than Rs. 38.39 Crores during the last three (03) preceding financial years i.e., 2020-21, 2021- 22 & 2022-23 and shall have positive Net worth for the financial year. Should submit statement from the statutory auditor certifying/specifying net worth & turnover.	4. The bidder should have a Minimum Average Annual Turnover of not less than Rs. 38.39 Crores during the last three (03) preceding financial years i.e., 2020-21, 2021-22 & 2022-23 and shall have positive Net worth for the financial year. Should submit statement from the statutory auditor certifying/specifying net worth & turnover. **for evaluation purpose, the financial and technical capability of parent organisation will be permitted.**	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024

213	pt 23.1	17	23.1 The Successful Bidder shall furnish, within twenty one (21) days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee (BG) from a Nationalized Bank or Scheduled Bank, for an amount of 5% of the contract value covering performance obligations and valid for a period of 90 days beyond the date of completion of the contract period. The Bank Guarantee will be released by the Authority upon expiry of One Hundred and twenty (120) days beyond the date of completion of Services provided rectification of errors if any, found during implementation of the Contract, and satisfactory report by the Authority in this regard is issued. If a successful Bidder fails to submit the Performance Security (as specified above), it shall attract penalty, i.e. forfeiture of Bid Security.	23.1 The Successful Bidder shall furnish, within twenty one (21) days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee (BG) from a Nationalized Bank or Scheduled Bank, for an amount of 3% of the contract value covering performance obligations and valid for a period of 90 days beyond the date of completion of the contract period. The Bank Guarantee will be released by the Authority upon expiry of One Hundred and twenty (120) days beyond the date of completion of Services provided rectification of errors if any, found during implementation of the Contract, and satisfactory report by the Authority in this regard is issued. If a successful Bidder fails to submit the Performance Security (as specified above), it shall attract penalty, i.e. forfeiture of Bid Security.	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
214	Volume II	17 of 18	6) 4G/ 5G SIM card for both ATD and mNVR to be provided by vendor along with data plan [ATD device (4G/5G)-500 MB minimum per month and for mNVR (4G)-2 GB minimum per month]	6) 4G/ 5G SIM card for both ATD and mNVR to be provided by vendor along with data plan [ATD device (4G/5G)-500 MB minimum per month and for mNVR (4G)-2 GB minimum per month]. **Authority will provide the name of Sim card provider and plan required.**	The details will be shared to the successful bidder
215	Volume III, pt 4.2	20 of 212	4.2 Damages for Delay by the Service Provider In the event that (i) the Service Provider does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.3 within the period specified in that Clause ,and (ii) the delay has not occurred as a result of breach of this Agreement by the Authority or due to Force Majeure, the Service Provider shall pay to the Authority Damages in an amount calculated at the rate of 0.25% (zero point two five percent) of the Performance Security for each day's delay until the fulfillment of such Conditions Precedent, subject to a maximum amount equal to the Bid Security, and upon reaching such maximum, the Authority may, in its sole discretion and subject to the provisions of Clause 9.2, terminate the Agreement and blacklist the Service Provider for any public and/or private participation for a period of five years. Provided that in the event of delay by the Authority in procuring fulfillment of the Condition Precedent specified in Clause 4.1.2, no Damages shall be due or payable by the Service Provider under this Clause 4.3 until the date on which the Authority shall have procured fulfillment of the Conditions Precedent specified in Clause4.1.2.	4.2 Damages for Delay by the Service Provider In the event that (i) the Service Provider does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.3 within the period specified in that Clause ,and (ii) the delay has not occurred as a result of breach of this Agreement by the Authority or due to Force Majeure, the Service Provider shall pay to the Authority Damages in an amount calculated at the rate of **0.05% (zero point zero five percent)** of the Performance Security for each day's delay until the fulfillment of such Conditions Precedent, subject to a maximum amount **equal to 20% the Bid Security,** and upon reaching such maximum, the Authority may, in its sole discretion and subject to the provisions of Clause 9.2, terminate the Agreement and blacklist the Service Provider for any public and/or private participation for a period of five years. Provided that in the event of delay by the Authority in procuring fulfillment of the Condition Precedent specified in Clause 4.1.2, no Damages shall be due or payable by the Service Provider under this Clause 4.3 until the date on which the Authority shall have procured fulfillment of the Conditions Precedent specified in Clause4.1.2.	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
216	Volume III, pt 5.4.2	30 of 212	5.4.2 Any and all advertisement on the Buses would be the sole discretion of the Authority during the period of the Contract. The placement of all the advertisement shall be the decision of Authority. The revenue generated through advertisement shall be property of Authority.	**It is contrary to the referance clause no given in Volume I, clause1.8 page number 7.**	The revenue generated through advertisement on buses shall be prerogative of the service

EKA MOBILITY PVT LTD.,

217	Technical qualification		Section 2, Clause 4, ELIGIBILITY OF THE BIDDERS "Should have manufactured 80% of the tendered quantity i.e., 96 Nos buses of any electric bus model, cumulative in the last three financial years i.e., 2020-21, 2021-22 & 2022-23. Should submit copies of Invoices/Delivery Completion certificates."	We request the following provision: "The Bidder shall have an experience of supply, operate and maintain minimum 10 (no) e-buses in India in last 5 Financial Years preceding the Bid Due Date or The Bidder has an experience of supply, operate & maintain of 1/3 of tender quantity of Electric buses or having LOAs/Orders of 25 (no) e-buses in hand in the last 5 years in India	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
218	Formation of SPV after winning the contract		Not available	With a view to fund the capital expenditure related to the project, a Special Purpose Vehicle (SPV) may be allowed to be incorporated by the winning budder (OEM). Almost all the bids in the GCC segment allows formation of SPV with OEM being shareholder in the SPV. **Draft provision regarding formation of a SPV related matters is provided below for consideration:** "A Bidder being declared as the Successful Bidder for the Project may incorporate a limited liability company under Indian Companies Act, 2013. However, the Bidder (OEM) shall hold majority stake in the SPC for a period of (2) years during the term of the Operator Agreement (on Concession Agreement); after the said period the said sole bidder/lead bidder may reduce its stake to not less than 26 %." **(Reference:** (a) RfP issued by BEST 250 AC SD buses in October 2023 (b) CESL – PM e-Bus Sewa tender issued in November 2023 (c) multiple tenders issued by State of GUjarat, Maharashtra etc.)	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
219	Vol-II Specifications	Page2 SrNo3 VI	VI. Charging Time - 2 hours- overnight charging.	VI. 2 ~ 3 hours for full charge.	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024

220	Page 4/5 SrNo 14	14	Ramp for wheel chair at the gates	Please change the floor height max 650mm to provide Ramp for wheelchair	Wheel chair lift is deleted - all other terms remains unaltered
221	Page 7 15.6 A	Minimum seating capacity	**Minimum seating capacity 33 numbers for Midi (9- meter) bus excluding driver and space for one wheelchair with provision for seat belt, wheelchair anchorage, stoppers etc. Location of wheel chair space shall be clearly highlighted and be visible using the standard symbols for wheel chair accessibility.**	**Please clarify the requirment of wheelchair area, and wheel chair lifting / Ramp. Seating capacity depends on the same.**	Wheel chair lift is deleted - all other terms remains unaltered
222	Volume III– Master Service Agreement	Clause-III5.10.2	**The Service Provider agrees that it is also responsible for providing the charging infrastructure at any third party locations that maybe required by them to ensure that the Buses deployed, operate for a minimum of 180 Kms per day. The Service Provider shall undertake the design, engineering, procurement, construction and operation of charging infrastructure and upstream power connectivity, etc. The Authority assist the Service Provider in undertaking any permissions, permits, etc., as the case maybe, but is not responsible or guarantee in anyway whatsoever for such support and approval from time to time. Existing depots will be provided to service provider as is where is condition and BMTC will be providing 11KV line up to depot gate.**	Request you to provide down stream electrical 440V L.T supply. We kindly request that Upsteem Power Supply should be provided through Express feeder to prevent any power interruptions or outages.	Adhere to Tender Condition, Pl refer the tender document uploaded on 05.01.2024
223	Volume III– Master Service Agreement	Clause-III5.10.3	**The Service Provider also agrees that the Authority is only responsible for providing the upstream connectivity from the nearest sub-station to the Maintenance Depot. All other but not limited to civil and electrical infrastructure setup, operations, maintenance and compliance to Applicable Law and Safety is the responsibility of the Service Provider inside the Depots**		
224	Volume III– Master Service Agreement	Clause-III6.1.1	**(e)provide, or cause to be provided, reasonable support to the Service Provider in procuring electric transmission lines and sub-station as specified in Schedule-A, at any location situated within 500 m (five hundred meters) of the boundary of the Maintenance Depots;**		

225	Volume III– Master Service Agreement	Schedule -A		Request you to provide the depot name and address	The details of depot available in RFP-I of the tender documet
226				Request you to provide the route schdule along with timings	The details will be shared to the successful bidder

CME BMTC COSP BMTC CME KSRTC CAO-FA BMTC CTM(O) BMTC CCE BMTC